

P.O. BOX 993  
HENDERSON, TEXAS 75653

903-657-2108  
FAX 903-657-8794

**VELVIN OIL COMPANY, INC.**  
PETROLEUM PRODUCTS  
WHOLESALE

*Thank you for opportunity to bid, we  
are looking forward to a great future  
between us.*

*Justin*

**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 Velvin Oil Co.

## **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 statues 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.

  
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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

  
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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 fricht 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/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.
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.

  
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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.

  
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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 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)
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 CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS OF THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION 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.

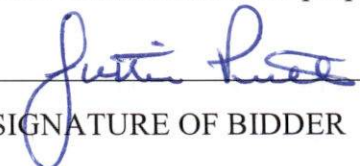
57. INDEMNITY: THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE 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 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.

  
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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, Velvia Oil 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.**

  
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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:

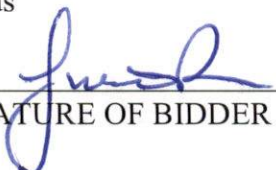
1. 1 Diesel Tank (12,500 gal) with 2 diesel pumps
2. 1 Gas Tank (12,500 gal) with 2 gas pumps
3. 1 DEF tank (500 gal) with 1 DEP pump
4. 2 Card lock system reader with WINC6 software
5. Tank monitors for both fuel tanks

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

  
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SIGNATURE OF BIDDER

**PANOLA COUNTY  
BID RESPONSE FORM**

Name of Company submitting bid: Velvin Oil

Name and telephone number/email of person to contact to request deliveries:  
CW Lockridge 903-657-2108 cwlockridge@velvinoil.com

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)

	2.1079 - Rack
	.006 - Rack Fees
Rack Price	<u>2.1139 - Total Rack</u>
State Tax	<u>.20</u>
Vendor's constant	<u>.1171</u>

(Freight, Loading Fees, and vendor's profit)


Bid Price 2.431

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

	Rack - 2.2009
	Rack Fees - .0062
Rack Price	<u>Total Rack - 2.2071</u>
State Tax	<u>.20</u>
Vendor's constant	<u>.1271</u>

(Freight, Loading Fees, and vendor's profit)

Bid Price 2.5342


  
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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: 9-20-24

COMPANY NAME: Velvin Oil

BY: Justin Pirtle

ADDRESS P.O. Box 993


Henderson, Tx. 75653

PHONE NUMBER: 903-657-2108

ACCEPTED:

COUNTY JUDGE: Rodger S. McLane

DATE: OCT 08 2024

  
SIGNATURE OF BIDDER

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

Justin Pirtle, being first duly sworn, deposes and says that: (1) He/she is Manager, of Velvin Oil Co. hereinafter referred to as the "BIDDER"; (2) He is fully informed respecting the preparation and contents submitted Velvin Oil Co., 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.

Justin Pirtle (Signature)

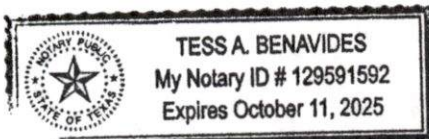
Manager  
(Title)

Subscribed and sworn to before me this 20 day of September, 2024

By: Tess A. Benavides

(Notary Public)

My Commission Expires October 11, 2025



## 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: Rusk Co.

Address: 115 N. Main st Henderson, Tx 75652

Contact Person and Title: Bennie Whitworth - Commissioner

Phone: 936-554-2557 Fax: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: Dilco

Address: 2165 Tx - 98 New Boston, Tx. 75570

Contact Person and Title: Chris Johnson - owner

Phone: 903-276-3082 Fax: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: Capco Contractors

Address: 3323 US-259 Henderson, Tx. 75652

Contact Person and Title: Curtis Hughes - Manager

Phone: 903-657-2699 Fax: \_\_\_\_\_

VALERO

PHB1 0969 PRF-2955 09-19-24 START MSG

Valero

VALERO UB PRICES ARE POSTED NET EXCLUDING TAXES EFFECTIVE FOR DATE/TIME NOTED

PLEASE CALL THE VALERO CONTACT IF PRICES ARE NOT RECEIVED EVERY WORKING DAY

VALERO CONTACT: GRACIE HUANOSTA

CONTACT INFO: 210-345-4584

INVOICE COPIES CAN BE VIEWED OR PRINTED FROM THE VALERO PORTAL AT WWW.VALERO.COM

PRODUCT	EFF DATE	EFF TIME	PRICE	CHANGE
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TERMINAL: ETP - Center TX T-75-TX-2678

UB877810E	09/19/2024	18:00:00	210.7900	+3.7100
UB897810E	09/19/2024	18:00:00	239.2900	+1.2100
UB937810E	09/19/2024	18:00:00	270.7900	-3.2900
UB ULS D	09/19/2024	18:00:00	217.9900	+2.2500
UB ULSDDY	09/19/2024	18:00:00	218.4900	+2.2500
UBULSDTXA	09/19/2024	18:00:00	220.0900	+2.7500
UBULSDTXD	09/19/2024	18:00:00	220.5900	+2.7500

PRODUCT	EFF DATE	EFF TIME	PRICE	CHANGE
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TERMINAL: ETP - Hebert TX T-76-TX-2798

UB877810E	09/19/2024	18:00:00	207.5400	+4.3100
UB897810E	09/19/2024	18:00:00	246.5400	-0.6900
UB937810E	09/19/2024	18:00:00	273.0400	+1.3100
UB ULS D	09/19/2024	18:00:00	214.8000	+2.2500
UB ULSDDY	09/19/2024	18:00:00	215.3000	+2.2500
UBULSDTXA	09/19/2024	18:00:00	215.8000	+2.2500
UBULSDTXD	09/19/2024	18:00:00	216.2500	+2.2500

PRODUCT	EFF DATE	EFF TIME	PRICE	CHANGE
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TERMINAL: ETP - Waskom TX T-75-TX-2688

UB877810E	09/19/2024	18:00:00	210.3700	+3.7400
UB897810E	09/19/2024	18:00:00	252.3700	+0.7400
UB937810E	09/19/2024	18:00:00	282.3700	-4.2600
UB ULS D	09/19/2024	18:00:00	221.3900	+2.5000
UB ULSDDY	09/19/2024	18:00:00	221.8900	+2.5000
UBULSDTXA	09/19/2024	18:00:00	221.8900	+2.5000
UBULSDTXD	09/19/2024	18:00:00	222.3900	+2.5000

PRODUCT	EFF DATE	EFF TIME	PRICE	CHANGE
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TERMINAL: JP Energy - Caddo Mills TX T-75-TX-2659

UB877810E	09/19/2024	18:00:00	217.4000	+0.6700
UB897810E	09/19/2024	18:00:00	251.4000	-1.3300
UB CON 87	09/19/2024	18:00:00	242.1400	+2.7300
UB87RFG10	09/19/2024	18:00:00	213.9600	+3.4200
UB89RFG10	09/19/2024	18:00:00	240.9600	+3.4200
UB93RFG10	09/19/2024	18:00:00	265.9600	+3.4200
UBULSDTXA	09/19/2024	18:00:00	222.4900	+2.3000
UBULSDTXD	09/19/2024	18:00:00	222.9900	+2.3000

PRODUCT	EFF DATE	EFF TIME	PRICE	CHANGE
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TERMINAL: MVP Terminaling - Pasadena TX T-76-TX-2865

UB87RFG10	09/19/2024	18:00:00	212.6900	+3.6700
UB89RFG10	09/19/2024	18:00:00	250.9400	+3.6700

## DK Trading &amp; Supply

FIN1 0633 PRF-0579 09-19-24 START MSG

DKTS Unbranded Rack

LOCATION	EFF DATE TIME	PRODUCT	CHANGE	PRICE
SHREVEPORT LA TEPPCO	09/19/24 18:00	87 Conv E10	0.0417	2.0850
SHREVEPORT LA TEPPCO	09/19/24 18:00	CONV 91	0.0525	3.1329
SHREVEPORT LA TEPPCO	09/19/24 18:00	93 Conv E10	0.0150	2.7874
SHREVEPORT LA TEPPCO	09/19/24 18:00	ULSD	0.0242	2.3358
SHREVEPORT LA TEPPCO	09/19/24 18:00	ULSDDYE	0.0242	2.3408
BIG SANDY TX DELEK	09/19/24 18:00	87 RFG E10	0.0334	2.0624
BIG SANDY TX DELEK	09/19/24 18:00	87 RFG E10 7.8	0.0334	2.0597
BIG SANDY TX DELEK	09/19/24 18:00	87 Conv E10	0.0000	9.9999
BIG SANDY TX DELEK	09/19/24 18:00	87Conv E10 7.8	0.0503	2.1357
BIG SANDY TX DELEK	09/19/24 18:00	93 RFG E10	0.0000	9.9999
BIG SANDY TX DELEK	09/19/24 18:00	93 Conv E10	0.0000	9.9999
BIG SANDY TX DELEK	09/19/24 18:00	93 Conv E10 7.8	0.0000	9.9999
BIG SANDY TX DELEK	09/19/24 18:00	93 RFG E10 7.8	0.0000	9.9999
BIG SANDY TX DELEK	09/19/24 18:00	ULSDLE	0.0000	9.9999
BIG SANDY TX DELEK	09/19/24 18:00	ULSDLED	0.0000	9.9999
TYLER TX DELEK	09/19/24 18:00	CONV 87 7.8	0.0000	9.9999
TYLER TX DELEK	09/19/24 18:00	87 RFG E10	0.0000	9.9999
TYLER TX DELEK	09/19/24 18:00	CONV 87	0.0000	9.9999
TYLER TX DELEK	09/19/24 18:00	87 Conv E10	0.0000	9.9999
TYLER TX DELEK	09/19/24 18:00	87Conv E10 7.8	0.0503	2.1182
TYLER TX DELEK	09/19/24 18:00	93 RFG E10	0.0000	9.9999
TYLER TX DELEK	09/19/24 18:00	CONV 91	0.0000	9.9999
TYLER TX DELEK	09/19/24 18:00	93 Conv E10	0.0000	9.9999
TYLER TX DELEK	09/19/24 18:00	93 Conv E10 7.8	0.0481	2.5464
TYLER TX DELEK	09/19/24 18:00	ULSD	0.0245	2.3294
TYLER TX DELEK	09/19/24 18:00	ULSDDYE	0.0245	2.3344
TYLER TX DELEK	09/19/24 18:00	ULSDLE5	0.0245	2.2294
TYLER TX DELEK	09/19/24 18:00	ULSDLE	0.0245	2.2294
TYLER TX DELEK	09/19/24 18:00	ULSDLED	0.0245	2.2344
TYLER TX DELEK	09/19/24 18:00	JET A	0.0000	1.9799
TYLER TX DELEK	09/19/24 18:00	AVGAS	0.0000	2.8860
TYLER TX DELEK	09/19/24 18:00	CONV 91 LRVP	0.0752	2.5981
TYLER TX DELEK	09/19/24 18:00	JET ADD	0.0000	1.9874
TYLER TX DELEK	09/19/24 18:00	KERO	0.0000	1.9799
TYLER TX DELEK	09/19/24 18:00	ULS#2LEDY B5	0.0245	2.2344

FIN1 0633 PRF-0579 09-19-24 END MSG