

**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 **SEPTEMBER 4, 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, AUGUST 27, 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 September 4, 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: _____