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# Proposal for



**Upshur County  
Gasoline and Diesel Fuel  
January 28th, 2020 @ 05:00PM**

**FILED**  
**TERRI ROSS**  
**COUNTY CLERK**  
2021 JAN 29 AM 11:49  
UPSHUR COUNTY, TX.  
BY   
DEPUTY

**Fikes Wholesale, Inc.**  
**Proposal for Upshur County**  
**Bid # UP01-21 Gasoline and Diesel Fuel**

On behalf of the Fikes Wholesale Commercial team, we are very excited to have the opportunity to participate in the Upshur County invitation to bid for the purchase of fuel.

Fikes Wholesale Inc., a privately held company, has proudly been serving our valued customers since 1952. Fikes Wholesale is uniquely qualified to meet the fuel needs for your various entities.

In 2019 we sold over 300 million gallons of fuel to various customers which included our direct chain of convenience stores, wholesale, commercial, municipalities, and school districts. We operate in 7 states throughout the southern U.S.

Unique to the distributor business we own a supply terminal in Waco TX. While not the primary supply point for your needs, it does provide a backup for supply in the event of a disruption like we experienced with Hurricane Harvey.

Fikes also owns and operates a transport company (Group Petroleum Services) and has relationships with other transport providers around the Country.

We have a team (our Fuel Replenishment team) dedicated to making sure you get the fuel you need when you need it. We take great pride in serving our customers the best price, unparalleled support and great customer service.

We serve many municipalities including Anderson County, McLennan County, City of Bryan, City of College and Texas A & M University just to name a few. We know the unique needs a county like Upshur may have and we are ready to serve.

I am personally available to answer any questions or present any portion of this proposal in person if requested. Thank you again for this opportunity to serve you.

Sincerely,

*Ed Youngblood*

**The County of Upshur**  
**State of Texas**

**Bid # UP01-21**  
**For: Gasoline and Diesel Fuel**  
**Bid opens date/time: January 29, 2021 @ 10:00 a.m.**

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Form* are for your convenience in bidding the referenced products or services for Upshur County.

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

**Date/Time: January 28, 2021 @ 5:00 p.m.**  
**Location: Upshur County Judge, 100 W. Tyler St, 3<sup>rd</sup> Floor County Courthouse, PO Box 790, Gilmer, TX 75644**  
**Mark Envelope: Bid-UP01-21 Gasoline and Diesel Fuel**

Bids must be signed by a person having the authority to bind the vendor in a contract. Bids that are not signed will be rejected. Upshur County reserves the right to waive simple informalities in this Invitation to 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 award of the contract. Bids will be opened in the Upshur County Courthouse, 100 West Tyler St., 3<sup>rd</sup> Floor, Gilmer, Texas. You are invited to attend.

Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person. Alterations may not be made to a bid once submitted, but a new bid may be submitted if the substitution occurs before the opening time. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Upshur County is aware of the time and effort expended in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and efficient as possible so that all responsible vendors can compete for the County's business.

Awards ordinarily will be made approximately two weeks after the bid opening date. To obtain results, or if you have any questions, **please contact Andy Jordan, Upshur County Road Administrator, at 903-843-7623.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Fikes Wholesale Inc  
Temple, TX United States

Certificate Number:  
2021-709335

Date Filed:  
01/25/2021

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Upshur County

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Bid # UP01-21  
Gasoline and Diesel Fuel

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

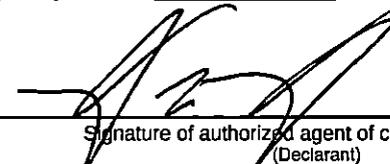
**6 UNSWORN DECLARATION**

My name is David Drew, and my date of birth is 02/06/1990.

My address is 26 Riverstone Parkway, Belton, TX, 76513, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bell County, State of Texas, on the 25th day of January, 20 21.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

## Implementation of House Bill 1295

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

### **Changed or Amended Contracts:**

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

### **Filing Process:**

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

### **Acknowledgement by State Agency or Governmental Entity:**

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

### **Additional Information:**

Section 2252.908, Government Code.

Certificate of Interested Parties (Form 1295)\*\*

**\*\*This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

Frequently Asked Questions

*Last Revision: December 21, 2017*

**Important Notice!** The State of Texas has enacted a new law that concerns Vendors doing business with local governments effective January 1, 2006. All Vendors must now register with Upshur County before they submit a bid or proposal. Please take the time to read the information on Conflict of Interest Disclosure provided below.

### **Conflict of Interest Disclosure**

Beginning January 1, 2006, a new state law (Chapter 176 of the Local Government Code) requires all persons contracting, or negotiating to contract, or making a bid to sell goods or services, with or to Upshur County, to file a completed Conflict of Interest Questionnaire with the County Clerk. Failure to comply with this law is a criminal offense.

The form can be found at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

This law does not apply to certain court appointed persons such as attorneys, physicians, interpreters and the like. It is your responsibility to determine whether it applies to you.

Upshur County  
Bid # UP01-21 Gasoline and Diesel Fuel  
Instructions/Terms of Contract

By order of the Commissioners Court of Upshur County, Texas, sealed bids will be accepted for:

Gasoline and Diesel Fuel

IT IS UNDERSTOOD that the Commissioners Court of Upshur County reserves the right to reject any or all bids for the products covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Upshur County.

BIDS MUST BE SUBMITTED on the forms included for that purpose in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

<p><u>Bids should be clearly marked:</u> Bid # UP01-21 Gasoline and Diesel Fuel</p>
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RETURN SEALED BID TO the following address  
January 28, 2021 not later than 5:00 p.m.

Upshur County Judge  
100 W. Tyler Street 3<sup>rd</sup> Floor  
P.O. Box 790  
Gilmer, Texas 75644

*FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED*

All Bids must be received in the County Judge's Office before the opening date and time.  
The time stamp located in the County Judge's Office will be considered the official time  
the bids are received.

## **GENERAL REQUIREMENTS FOR SEALED BIDS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised requests for Sealed Bids; however, these may be superseded, whole or in part, by the INSTRUCTIONS/TERMS OF CONTRACT. Be sure your bid package is complete.

### **ADDENDA**

When specifications are revised, the Upshur County Road Administrator will issue an addendum addressing the nature of the change. Bidders must **sign it and include it in the returned bid package.**

### **ASSIGNMENT**

The successful bidder may not assign, sell or otherwise transfer this contract without written permission of Upshur County Commissioners Court.

### **AWARD**

Upshur 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 bidder, to reject any or all Sealed Bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the County Judge of his intent to appear.

### **BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or Cashier's Checks are not acceptable.

### **CONTRACT OBLIGATION**

Upshur County Commissioners Court must award the contract before it becomes binding on Upshur County or the bidder. Department heads are NOT authorized to sign agreements for Upshur County. **This contract is bound when accepted by Commissioners Court.** Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

### **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Upshur County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

### **DISQUALIFICATION OF BIDDER**

Upon signing this bid document, any bidder offering to sell supplies, materials, services, or equipment to Upshur County certifies that the bidder has not violated the antitrust laws of this state codified in §15.01, *et seq.*, Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Sealed Bids may be rejected if the County believes that collusion exists among the Bidders. Sealed Bids in which the prices are obviously unbalanced may be rejected. If multiple Sealed Bids are submitted by a bidder and after the Sealed Bids are opened, one of the Sealed Bids is withdrawn, the result will be that all of the Sealed Bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for different products or services.

### **FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the contractor from the using department without penalty of any kind or form to Upshur County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

### **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Upshur County's interpretation shall govern.

### **GOVERNING LAW**

This request for bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Upshur County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

### **HOLD HARMLESS AGREEMENT**

The successful bidder shall indemnify and hold Upshur County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Bidder shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage. Certification of such coverage must be provided to the County upon request.

### **INSPECTIONS & TESTING**

Upshur County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

### **INVOICES AND PAYMENTS**

Bidders shall submit an original invoice on each purchase order after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Upshur County Treasurer's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

### **MAINTENANCE**

Maintenance required for equipment proposed should be available in Upshur County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information. If Upshur County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

### **MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

### **PRICING**

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

### **BID COMPLETION**

Fill out and return ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized company representative should sign the Bid Sheet. Completion of these forms is intended to verify that the bidder has submitted the bid, is familiar with its contents and has submitted the material in accordance with all requirements.

### **BID RETURNS**

Bidders must return all completed Sealed Bids to the office of the Upshur County Judge at the time and on the date specified. **Late Sealed Bids will not be accepted.**

### **PURCHASE ORDER AND DELIVERY**

The successful bidder shall not deliver products or provide services without an Upshur County Purchase Order. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid document. Any special

information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Upshur County without prejudice to other remedies provided by law. **Where delivery times are critical, Upshur County reserves the right to award accordingly.**

#### **SCANNED OR RE-TYPED RESPONSE**

If in its response, bidder either electronically scans, re-types, or in some way reproduces the County's published bid package, then in the event of any conflict between the terms and provisions of the County's published bid package, or any portion thereof, and the terms and provisions of the response made by bidder, the County's bid package *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

#### **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

#### **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

#### **SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

#### **TAXES**

Upshur County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Upshur County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Upshur County Road & Bridge Department.

#### **TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

#### **TERMINATION**

Upshur County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Upshur County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Upshur County's satisfaction and/or to meet all other obligations and requirements. Upshur County may terminate the contract without cause upon thirty- (30) days written notice. Upshur County reserves the right to award any canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

#### **TESTING**

Upshur County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

#### **WAIVER OF SUBROGATION**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Upshur County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

**WARRANTIES**

Bidders shall furnish all data pertinent to warranties or guarantees, which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Upshur County may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, Upshur County may correct at the bidder's expense.

**Upshur County**  
**Bid UP01-21 Gasoline and Diesel Fuel**  
**Instructions/Terms of Contract**

Upshur County is requesting bids on Gasoline and Diesel Fuel. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

**Delivery:** Bid price must include all costs, freight, FOB destination and delivery based on delivery to Upshur County Road & Bridge Department in quantities ordered by the Upshur County Road and Bridge Department.

**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 Upshur County shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Upshur County Commissioners Court reserves the right within its sole discretion to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

**Minimum Standards for Responsible Prospective Bidders:** A prospective bidder must affirmatively demonstrate their responsibility and 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, and;
5. Be otherwise qualified and eligible to receive and award.

Upshur County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed on the previous page.

**Upshur County**  
**Bid UP01-21 Gasoline and Diesel Fuel**  
**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 a 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.

Upshur 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 Upshur County, Texas.

Upshur 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 Upshur County, Texas through its County Road Administrator, Andy Jordan, PO Box 730, Gilmer, Texas 75644, thirty (30) days written notice of same.

**Upshur County**  
**Bid UP01-21 Gasoline and Diesel Fuel**  
**Instructions/Terms of Contract**





**ADDITIONAL REMARKS SCHEDULE**

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED FIKES WHOLESAL INC PO BOX 1287 TEMPLE, TX 76503-1287	
POLICY NUMBER SEE CERTIFICATE # 717.0		EFFECTIVE DATE: SEE CERTIFICATE # 717.0	
CARRIER SEE CERTIFICATE # 717.0	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON BUSINESS AUTO LIABILITY.  
 GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.  
 BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.  
 WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.  
 BUSINESS AUTO COVERAGE INCLUDES POLLUTION LIABILITY VIA THE CA 99 48, POLLUTION LIABILITY - BRDADENED COVERAGE FOR COVERED AUTOS.  
 COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.  
 BUSINESS AUTO POLICY INCLUDES THE MCS-90 ENDORSEMENT.  
 FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLLUTION LIABILITY - BROADENED COVERAGE  
FOR COVERED AUTOS - BUSINESS AUTO AND  
MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Covered Autos Liability Coverage** is changed as follows:

1. Paragraph a. of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

**D. "Covered pollution cost or expense"** means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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CA-F-128 (03-03)

Policy Number: 6047880

Transaction Effective Date:07-01-2020

**FEDERATED INSURANCE COMPANIES**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

**INSURED:**

**FIKES WHOLESALE INC  
PO BOX 1287  
TEMPLE TX 76503**

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

**ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES  
ONLY TO FUEL DELIVERY BY THE NAMED INSURED**

**Additional Insured Name and Address:**

**UPSHUR COUNTY JUDGE  
PO BOX 790  
GILMER TX 75644**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
UPSHUR COUNTY JUDGE PO BOX 790 GILMER TX 75644	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO FUEL DELIVERY BY THE NAMED INSURED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

FIKES WHOLESALE INC  
PO BOX 1287  
TEMPLE TX 76503

**FEDERATED INSURANCE COMPANIES**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST  
OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", except when the payments result from the sole negligence of that person or organization. We waive this right only when you are required to do so by written contract or agreement with that person or organization, executed by you prior to the occurrence of any loss.

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CG-F-81 (04-13)

Policy Number: 6047880

Transaction Effective Date: 07-01-2020

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to FIKES WHOLESALE INC of TEMPLE TX
Dated at Owatonna, MN 55060 this 30th day of July, 20 20
Amending Policy No 6047880 Effective Date 07-01-2020
Name of Insurance Company FEDERATED SERVICE INSURANCE COMPANY

Countersigned by Sean Pick
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]", for the limits shown:

- [X] This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.
[ ] This insurance is excess and the company shall not be liable for amounts in excess of \$ for each accident in excess of the underlying limit of \$ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 888-333-4949.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Section 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment

of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

**SCHEDULE OF LIMITS  
PUBLIC LIABILITY**

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (In Interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (In Interstate, foreign or Intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1., 1.2, and 1.3 materials. Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403	\$5,000,000
(3) For-hire and Private (In Interstate or foreign commerce, in any quantity, or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In Interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**TEXAS WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

This endorsement, effective on 07/01/2020 at 12:01 A.M. standard time, forms a part of

Policy No. 6047885

Issued to Fikes Wholesale Inc

Issued by Federated Service Insurance Company

Endorsement No. 1

---

Authorized Representative

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1.  Specific Waiver

Name of person or organization:

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **Included**

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED AMENDMENT OF CANCELLATION PROVISIONS**

All Coverage Parts included in this policy are subject to the following conditions:

If we cancel this policy, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

**SCHEDULE**

<b>Name and Address of Person(s) Or Organization(s):</b> UPSHUR COUNTY JUDGE PO BOX 780 GILMER, TX 75644-0780
<b>Number of days advance notice for any reason other than non-payment of premium: 30</b>
<b>Number of days advanced notice for non-payment of premium: See Common Policy Conditions</b>

**Insured:**

FIKES WHOLESale INC  
PO BOX 1287  
TEMPLE, TX 76503-1287

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IL-F-50 (04-13)

Policy Number: 6047880

Transaction Effective Date: 01/25/2021



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

Phone: 1-888-333-4949

Fax: 507-446-4664

E-mail: [clientcontactcenter@fedins.com](mailto:clientcontactcenter@fedins.com)

Thank you for your business!

Client Contact Center

Enclosed:

Certificate Document(s)

**Termination for Default:** Upshur 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. Upshur County reserves the right to terminate the contract immediately and without prior notice in the event the successful bidder fails to:

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

**Notice:** Any notice provided by this bid (or required by law) to be given to the successful bidder by Upshur County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the U.S. mail in Gilmer, Texas, with sufficient 1<sup>st</sup> class postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

**Purchase Order:** Successful bidder shall be required by this agreement to clearly and plainly reference a valid Upshur County Purchase Order number on the face of each and every invoice tendered for payment. Failure to reference a valid Upshur County Purchase Order, as herein required, shall be considered sufficient cause for Upshur County to deny payment of said claim. Upshur County shall not be obligated for products or services delivered without prior authorization via purchase order.

**Invoices:** Payment will be made from original vendor invoices only. Invoices shall show all information as stated above and mailed directly to the Upshur County Auditor's Office, PO Box 730, Gilmer, Texas 75644.

**Payment** will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the Texas Government Code, Section 2251.021. Each Successful bidder is required to pay all its subcontractors within ten (10) days.

**Warranty:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and all written warranties as well as all implied warranties as shown in the Uniform Commercial Code, and shall be free from all latent and patent defects in material, workmanship and title.

**Venue:** This agreement and any dispute related hereto will be governed and construed according to the laws of the State of Texas and venue shall be fixed in Upshur County, Texas.

**Any questions concerning this Invitation to Bid and Specifications should be directed to Andy Jordan, Upshur County Road Administrator, at 903-843-7623.**

**Upshur County**  
**Bid # UP01-21 Gasoline and Diesel Fuel**  
**Specifications**

**Scope:**

It is the intent of Upshur County, Texas to purchase, through the competitive bidding process, Gasoline and Diesel Fuel. The bid will be effective starting March 1, 2021 and expiring February 28, 2022 with the option to renew for two (2) additional years contingent upon both parties, but can be canceled by either party upon giving thirty (30) days written notice to the other party.

Bids must include the brand and specifications of fuel. Delivery of fuel will normally be by the transport load and shall be delivered within twenty-four (24) hours after the order is placed.

**Testing:**

Gasoline and Diesel Fuel are subject to testing by the County in a competent testing laboratory. Should tests indicate fuels are not meeting specifications, Upshur County reserves the right to cancel the contract in case the successful bidder fails to correct the noncompliance with specifications and to invoice the bidder for testing expense.

**Post-Terminal Price:**

Documentation shall be from the source refinery bid and shall bear the refinery's logo and/or letterheads or shall be from the Oil Price Information Service and shall bear the OPIS logo and/or letterhead.

Documentation shall identify the refinery source, refinery location, fuel brand and/or trade name, and fuel prices corresponding to the type (s) of fuel (s) designated on the IFB, for which a bid is made.

Bidder should indicate in the space provided on the IFB, the first and last names and telephone number(s) of the source refinery employee(s) who may verify fuel price for a given day.

If fuel is delivered from a refinery other than originally bid, the vendor shall supply, with the invoice, posted terminal price documents from both the refinery location originally bid and the refinery used. Upshur County will pay the lesser of the two selling prices.

Invoices not supported by all specified terminal price documents will be retained and payment held in abeyance, until the required documentation is received.

**Taxes:**

Upshur County will be responsible for all applicable taxes at time of billing. Contractors shall not include any taxes on bid proposal.

**Award Of Contract:**

The "TOTAL BID" shall be used to determine the low bidder. Upshur County reserves the right to reject any or all bids. Upshur County reserves the right to award this bid to multiple vendors.

A copy of the jobber's invoice to the bidder shall be submitted with this bid to verify the present dock or jobber's price. Successful bidder shall submit a copy of the jobber's current dock price with each invoice.

**Specifications/Minimum Requirements for Gasoline:**

100% hydrocarbon, lead-free Grade A fuel meeting federal lead-free specifications and having a minimum 86 octane by Research Method and Motor Average.

**Specifications/Minimum Requirements for Diesel:**

Supply Ultra-Low Sulfur Diesel fuel (ULSD) compliant with current EPA regulations.

**Bidding and Award of Contract**

Quantities shown are approximate. Upshur County reserves the right to increase or decrease the quantities, to reject material not meeting specifications, to award separate contracts on each of the base bids, and to award contracts to more than one bidder. Upshur County will procure the material(s) covered by this bid package on any particular instance from the vendor whose price is most economical to Upshur County.

**Bid for Gasoline and Diesel Fuel**

Upshur County is requesting bids for Gasoline and Diesel Fuel as described in the foregoing specifications. Without change in the unit price, it is expressly understood that the total quantity indicated on this bid form is only an estimate.

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

<u>Quantity</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Total of Items</u>
50,000	Gasoline dock price as of 2:00 p.m. January 18, 2021	GAL	\$ <u>1.6286</u>	
	Profit Margin	GAL	\$ <u>.0253</u>	
	Total			\$ <u>82,695</u>
70,000	Diesel (ULSD) dock price as of 2:00 p.m. January 18, 2021	GAL	\$ <u>1.1816</u>	
	Profit Margin	GAL	\$ <u>(-.0041)</u>	
	Total			\$ <u>82,425</u>
	TOTAL BID: \$ <u>165,120</u>			

Additional profit margin if tanker loads are requested by Upshur County: \$ .1053

Note: Margins include the freight rates but are exclusive of any applicable taxes or fees :

- Federal LUST: \$0.0010
- State of Texas Excise Tax; \$0.2000
- Federal Oil Spill Fee: Gas - \$.001926 Diesel \$ 002140
- Texas Delivery Fee: it is based on load size at 7500 gallons = \$5.45
- The pricing on freight and surcharges is from Tyler Delek Terminal - should product not be available at the Tyler Delek Terminal, Fikes Wholesale has access to our own terminal in Waco and access to supply in numerous cities.

**OPIS Standard Rack Prices Daily for 01/15/2021 - 01/18/2021**

Date (Daily)	DOW	CBOB Ethanol 10% Regular		Biodiesel B5 SME ULS#2	
		Conv. Clear Regular RVP 9.0 Tyler TX Gross Contract Average(c/gal)	RVP 9.0 Tyler TX Gross Opis Average(c/gal)	LED Tyler TX Gross Opis Average(c/gal)	LED Tyler TX Gross Contract Average(c/gal)
01/15/2021	Fri	189.95	165.30	183.67	183.67
01/16/2021	Sat	186.45	162.86	181.16	181.16
01/18/2021	Mon	186.45	162.86	181.16	181.16

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**From:** Deanna Halton <Deanna.Halton@ihsmarkit.com>  
**Sent:** Monday, January 25, 2021 4:30 PM  
**To:**  
**Subject:** RE: OPIS Pricing for Tyler Texas  
**Attachments:** Fikes Tyler Mid Jan2021.xlsx

**CAUTION:** This email originated from outside of the organization. Please do not click on links or open attachments unless you recognize the sender and know the contents are safe. If in doubt, throw it out! -IT Department

Hi Tina –

See attached for both the Contract (10:00 am Eastern) and Closing (approx. 5:00 pm) for Tyler for January 15<sup>th</sup>, 16<sup>th</sup> and 18<sup>th</sup>.

Closing averages are listed as “OPIS Average” and the Contract Average is listed as “Contract Average.”

Please reach out with any questions on these prices or with any additional needs.

Happy New Year!  
Deanna



**Deanna Halton**  
Senior Sales Executive | Business Development  
2099 Gaither Road | 5<sup>th</sup> Floor | Rockville, MD 20850  
P: +1 301 284 2006 Toll Free: +1 888 301 2645, ext. 7882006  
[dhalton@opisnet.com](mailto:dhalton@opisnet.com)



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Fikes Wholesale Inc.	74-1857841
Firm Submitting Bid P.O. Box 1287	Federal ID Number
Address Temple, Texas 76503	
City, State, Zip David Drew - V.P. of Supply, Transportation & Wholesale	ddrew@fikesinc.com
Name and Title of Individual Submitting Bid (254) 791-0009	E-Mail Address (254) 771-1687
Telephone Number	Fax Number
Signature of Authorized Representative	

**References:**

List three (3) companies or governmental agencies where these commodities have been provided:

- Name: Texas A & M Univeristy  
400 Bizzell Street,  
Address College Station, Texas 77843 Phone No. (979) 862-8662  
Contact person: Sharon Harris Title Asst. Transportation
- Name: McLennan County  
501 Washington Ave.  
Address: Waco Texas 76701 Phone No. (254) 757-5016  
Contact person: Becky Stephens Title Purchasing Manager
- Name: Anderson County  
703 N. Mallard Street , Suite 110  
Address: Palestine, Texas 75801 Phone No. (903) 723-7448  
Contact person: Denise Walding Title Asst. Auditor

FILED  
 TERRI ROSS  
 COUNTY CLERK  
 2021 JAN 29 AM 11:49  
 UP SHUR COUNTY, TX.  
 BY   
 DEPUTY