

Lykins -

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

**Bid # UP01-17**  
**For: Gasoline and Diesel Fuel**  
**Bid opens date/time: January 31, 2017 @ 9:00 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 30, 2017 @ 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-UP01-17 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Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person.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 After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.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.**

Bid UP01-16  
Gasoline and Diesel Fuel

FILED  
TERMI ROSS  
COUNTY CLERK  
2017 JAN 31 AM 10:38  
UPSHUR COUNTY, TX.  
COUNTY

**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 # UP01-17 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> <u>Bid # UP01-17 Gasoline and Diesel Fuel</u></p>
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RETURN SEALED BID TO the following address  
January 30, 2017 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 Engineer 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 a 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 UP01-17 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 UP01-17 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 UP01-17 Gasoline and Diesel Fuel**  
**Instructions/Terms of Contract**

**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 # UP01-17 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, 2017 and expiring February 28, 2018.

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 10, 2017	GAL	\$ <u>1.6147</u>	
	Profit Margin	GAL	\$ <u>.0449</u>	
	Total			\$ <u>82,980.00</u>
70,000	Diesel (ULSD) dock price as of 2:00 p.m. January 10, 2017	GAL	\$ <u>1.7014</u>	
	Profit Margin	GAL	\$ <u>.0469</u>	
	Total			\$ <u>122,381.00</u>
TOTAL BID: \$ <u>205,361.00</u>				

Additional profit margin if tanker loads are requested by Upshur County: \$ .10

Prices are based on 7,500 gallon minimum (mixed gas/diesel)

Fuel is unbranded and can include fuel from Delek Refining, Motiva Enterprises, Truman Arnold and Valero Marketing among others.

Lykins Energy Solutions 31-1452295  
Firm Submitting Bid Federal ID Number  
5163 Wolfpen Pleasant Hill Road  
Address  
Milford, OH 45150  
City, State, Zip  
Greg Belisle, Vice President of Sales & Procurement lbohmer@lykinsenergy.com  
Name and Title of Individual Submitting Bid E-Mail Address  
513-965-6262 513-831-1428  
Telephone Number Fax Number  
Signature of Authorized Representative

**References:**

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

1. Name: Texas City Independent School District  
Address: #19 9th Street N. Texas City, TX 77590 Phone No. 409-916-0145  
Contact person: Karen Lee Title Maintenance
2. Name: County of McLennan, TX  
Address: 110 Pilgrim Lane, Lorena, TX 76655 Phone No. 254-857-3138  
Contact person: Vivian Title Assistant
3. Name: Carter County, TN  
Address: 1341 Stateline Rd, Phone No. 423-547-4052  
Elizabethan, TN 37643  
Contact person: Missy Ward Title Bus Garage



**LYKINS**  
ENERGY SOLUTIONS

January 27, 2017

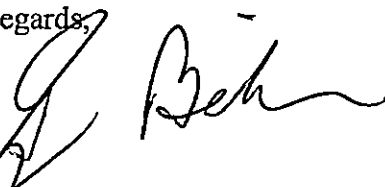
Upshur County Judge  
100 W. Tyler St  
3<sup>rd</sup> Floor County Courthouse  
Gilmer, TX 75644

Re: Bid – UP01-17 Gasoline and Diesel Fuel - Certificate of Insurance

To Whom It May Concern,

It is Lykins Energy Solutions practice to only have a customer listed as an “additionally insured” if we are awarded their bid. Therefore, if awarded your business, Lykins will gladly provide a certificate naming The County of Upshur as an “additionally insured” customer.

Kind regards,



Greg Belisle  
Vice President of Sales & Procurement

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Lykins Energy Solutions

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No


B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

1/27/17

Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



## Colonial Pipeline Company

### PRODUCT SPECIFICATIONS

3.3.1

### CONVENTIONAL REGULAR GASOLINE BLENDSTOCK (CBOB) FOR BLENDING WITH 10% DENATURED FUEL ETHANOL (92% PURITY) AS DEFINED IN ASTM D4806

Cancels Previous Issues of A grades

This CBOB may not be combined with any other CBOB except CBOB having the same requirement for oxygenate type and amount.

All parameters must be met after blending with denatured fuel ethanol unless noted.

#### ALL A GRADE REQUIREMENTS (SEGREGATED AND FUNGIBLE)

Product Property	ASTM Test Method	Test Results		Note
		Minimum Report	Maximum	
Octane RON	D2699	82.0		
MON	D2700	87.0		
(R+M)/2				
Oxygen Content, weight %	D4815, D5599 GC-OFID	0.1		1,2,7
MTBE, vol.%	D4815, D5599 GC-OFID	Origin		7
		0.25		
		Delivery		
		0.50		
RVP (psi)	D5191			3
<u>Grades</u>				
A1,1A		8.8		
A2,2A		10.0		
A3,3A		12.5		
A4,4A		14.5		
A5,5A		16.0		

#### NOTES (Apply to Fungible and Segregated):

Heavy Metals are not allowed to be present.

Additive requirements/restrictions - refer to section 3.2.

This is a base gasoline, not for sale to the ultimate consumer.

Any gasoline exhibiting an offensive odor and/or poses a personal health hazard will not be accepted for shipment.

Any gasoline containing more than 0.50 wt. % of dicyclopentadiene will not be accepted for shipment.

The referee method will be based on a gas chromatograph test.

Delivery test results may vary by the smaller of ASTM reproducibility for a given test or any test tolerance as allowed by state or EPA regulations at the point of delivery.

## Colonial Pipeline Company

\*3.3.2

**PRODUCT SPECIFICATIONS  
CONVENTIONAL REGULAR GASOLINE BLENDSTOCK (CBOB)  
FOR BLENDING WITH 10% DENATURED FUEL ETHANOL  
(92% PURITY) AS DEFINED IN ASTM D4806**

Cancel Previous Issues of A grades

**FUNGIBLE ONLY REQUIREMENTS:**

Product Property	ASTM Test Method	Test Results		Note			
		Minimum	Maximum				
Benzene (vol%)	D3606		4.9				
Color			Undyed				
Corrosion (Cu) 3 hrs @122°F (50°C)	D130		1				
Corrosion (Ag) 3 hrs @122°F (50°C)	D4814-04b Annex A1		1				
Doctor test	D4952		Negative (sweet)	5			
or							
Mercaptan sulfur, wt.%	D3227		0.002				
Existent Gum mg/100 ml	D381		4				
Gravity °API at 60°F	D287, D1298, D4052	Report		7			
Oxidation stability-minutes	D525	240					
Phosphorous, gms/gal	D3231		0.004				
Sulfur (ppmwt)	D2622		80	8			
or equivalent							
Nace Corrosion	TM0172-2001	B+ (Origin)		7			
<b>Volatility:</b>							
Driveability Index	D4814		See Chart				
Distillation, °C (°F) @ %Evap.	D86						
Vapor/Liquid Ratio (V/L), °C (°F) @ 20	D5188 (See Note 6)			6			
		Driveability	10 vol%	50 vol%	90 vol%	End Pt.	*V/L
<b>Grades</b>	<b>Index</b>	<b>Max</b>	<b>Min</b>	<b>Max</b>	<b>Max</b>	<b>Max</b>	<b>Min</b>
A1, A2	1250	70(158)	66(150)	121(250)	190(374)	221(430)	49(120)
A3	1230	60(140)	66(150)	116(240)	185(365)	221(430)	47(116)
A4	1220	55(131)	66(150)	113(233)	185(365)	221(430)	42(107)
A5	1200	50(122)	66(150)	110(230)	185(365)	221(430)	39(102)

1. All A grades may not contain oxygenates, such as ethers and alcohols. The use of non-hydrocarbon blending components in these grades is prohibited.

2. Refer to test methods published in 40 CFR Chapter 1, Part 80.46. Alternative aromatics and oxygenates test methods, ASTM D1319 and ASTM D 4815, may be used according to federal and state regulations.

3. For products blended to meet EPA or state imposed summer VOC requirements, tests must be performed in accordance with the procedures described in 40 CFR, Part 80.

4. Reserved

5. Mercaptan Sulfur waived if fuel is negative by Doctor test.

6. Computer and Linear methods may be used to determine V/L values. D5188 will be the referee method

7. Specifications must be met before blending of denatured fuel ethanol.

8. Refer to 40 CFR Part 80.195 (d)(2). Alternative sulfur test methods, ASTM D 5453 and D 7039, may be used according to federal and state regulations.

## ETHANOL TYPICAL PROPERTIES

Composition:	
Fuel Ethanol	95.3%
Natural Gasoline or Reaffinals, Denaturant	4.7%
Properties:	
Gravity, °API	47.5
Specific Gravity, 60°F	0.7805
Pounds/Gal., 60°F	6.58
Distillation Range	
IBP, °F	152°
5%	168°
10%	171°
50%	173°
90%	173½
Dry Point	174°
Field Vapor Pressure, 100°F, psi	3.5
Blending RVP, 10% in Gasoline, psi	18
Flash Point, TCC, °F	Below -5°
Flash Point, TCC, °F	Below 0°
Color	Colorless to Light Straw
Viscosity, 68°F	11.5 cP
Oxygen Content, Wt. %	3.4
Appearance	Clear, Free of Suspended Matter

## SPECIFICATIONS

ADM Fuel Ethanol meets the requirements of ASTM D4806, "Standard Specification for Denatured Fuel Ethanol for Blending with Gasolines for Use as Automotive Spark-Ignition Engine Fuel."



**TC Grade Texas Low Emission Diesel Fuel Specifications**

Product Property	Test Method	Origin		Deliveries
		Minimum	Maximum	
Gravity, °API	D287	33.0	39.0	
Distillation				
IBP	D86		Report	
10% Recovered, °F		340	420	
50% Recovered, °F		400	490	
90% Recovered, °F		540	640	
EP		610	690	
Copper Corrosion	D130		1	
Cetane				
(1) Cetane Number	D613	48.0		
OR (2) Cetane Index, procedure B	D4737	48.0		
Cetane Index <sup>1/</sup>	D976	48		
Flash Point, °F	D93	140		125
Stability				
(1) Thermal, % reflectance	D6468 (W)	75		
	D6468 (Y)	82		
Aging Period (Minutes)	D6468	90		
OR (2) Potential Color <sup>2/</sup> and	MPL P. Color		6	
Potential Gum, mg/100 ml <sup>3/</sup>	MPL P. Gum		50	
OR (3) Oxidation, mg/100 ml	D2274		2.5	
Carbon Residue on 10% Bottoms, %	D524		0.35	
Cloud Point, °F	D2500		4	
Pour Point, °F	D97		4	
Viscosity, cSt at 104 °F	D445	2.0	4.1	
Ash, wt %	D482		0.01	
Haze Rating <sup>5/</sup>	D4176		2	3
NACE Corrosion	TM0172	B+		
Sulfur, ppm <sup>6/</sup>	D2622		10	
Total Aromatic Hydrocarbon, Vol%	D5186		10	
Polycyclic Aromatic Hydrocarbon, wt%	D5186		1.4	
Nitrogen, ppm	D4629		10	

1/ ASTM D976 data is required for low sulfur fuel oils to demonstrate aromatics compliance per the EPA.

2/ The Potential Color will be determined by ASTM method D1500 on a filtered sample after a 16 hour induction period by ASTM method D525 modified. Contact Magellan QC to request a copy of this method.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55050	<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> FEDERATED MUTUAL INSURANCE COMPANY      NAIC # 13935 <b>INSURER B:</b> FEDERATED SERVICE INSURANCE COMPANY      28304 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> LYKINS COMPANIES INC, LYKINS OIL COMPANY 5163 WOLFPEN-PLEASANT HILL RD MILFORD, OH 45150	291-540-3	

**COVERAGES**

CERTIFICATE NUMBER: 0

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	9325227	10/01/2016	10/01/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	9325227	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	N	N	9325229	10/01/2016	10/01/2017	EACH OCCURRENCE	\$20,000,000
							AGGREGATE	\$20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	9325228	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT	\$1,000,000
							E.L DISEASE - EA EMPLOYEE	\$1,000,000
							E.L DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.  
STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) OH

FILED  
 2017 JAN 31 AM 10:43  
 UPSHUR COUNTY, TX  
 BY [Signature]

**CERTIFICATE HOLDER****CANCELLATION**

00  
 A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
 AUTHORIZED REPRESENTATIVE  
 [Signature]