

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

Bid UP01-20
Gasoline and Diesel Fuel

FILED
TERRI ROSS
COUNTY CLERK
2020 FEB 14 PM 1:03
BY  UP-SHAR COUNTY, TX.
DEPUTY

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

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

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.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Must file online at			
www.ethics.state.tx.us/File			

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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 # UP01-20 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>Bids should be clearly marked: Bid # UP01-20 Gasoline and Diesel Fuel</p>
--

RETURN SEALED BID TO the following address
February 13, 2020 not later than 5:00 p.m.

Upshur County Judge
100 W. Tyler Street 3rd 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 UP01-20 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 UP01-20 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 UP01-20 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 1st 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 # UP01-20 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, 2020 and expiring February 28, 2021 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. February 15, 2019	GAL	\$ <u>1.5590</u>	
	Profit Margin	GAL	\$ <u>+.0434</u>	
	Total			\$ <u>80,120.00</u>
70,000	Diesel (ULSD) dock price as of 2:00 p.m. February 15, 2019	GAL	\$ <u>1.9840</u>	
	Profit Margin	GAL	\$ <u>+.0479</u>	
	Total			\$ <u>142,233.00</u>
TOTAL BID: \$ <u>222,353.00</u>				

Additional profit margin if tanker loads are requested by Upshur County: \$ +.1050

MARGINS INCLUDE FREIGHT RATES BUT ARE EXCLUSIVE OF ANY APPLICABLE TAXES & FEES. BASED ON FREIGHT & SURCHARGES FROM TYLER TX TERMINAL. SHOULD PRODUCT NOT BE AVAILABLE AT THE TYLER TERMINAL FOR ANY REASON A SECONDARY TERMINAL SHALL BE USED. FREIGHT & SURCHARGES WILL BE ADJUSTED TO THE NEW TERMINAL DISTANCE. PAYMENTS ARE NET 30, 0% DISCOUNT

Cont Unbranded Avg -- -- -- -- 210.87

Copyright 2020, Oil Price Information Service

Tyler, TX OPIS CONTRACT BENCHMARK Daily 02/15/2019
OPIS Gross No. 2 Red-Dyed Distillate LED Prices

		Terms	PRD	RED	ULS
Delek	u BSTX DELEK	N-10	-- --	-- --	225.77
Delek	u TYTX DELEK	N-10	-- --	-- --	211.37
Contract Low			-- --	-- --	211.37
Contract High			-- --	-- --	211.37
Contract Average			-- --	-- --	211.37
Cont Unbranded Low			-- --	-- --	211.37
Cont Unbranded High			-- --	-- --	211.37
Cont Unbranded Avg			-- --	-- --	211.37

Copyright 2020, Oil Price Information Service

Tyler, TX OPIS CONTRACT BENCHMARK Daily 02/15/2019
OPIS Gross Specialty Distillate Prices

		Terms	JET	MARINE
Delek	u TYTX DELEK	N-10	200.77	-- --
PSX	b TYTX DELEK	N-10	200.02	-- --
Contract Low			200.02	-- --
Contract High			200.77	-- --
Contract Average			200.40	-- --
Cont Branded Low			200.02	-- --
Cont Branded High			200.02	-- --
Cont Branded Avg			200.02	-- --
Cont Unbranded Low			200.77	-- --
Cont Unbranded High			200.77	-- --
Cont Unbranded Avg			200.77	-- --

Copyright 2020, Oil Price Information Service

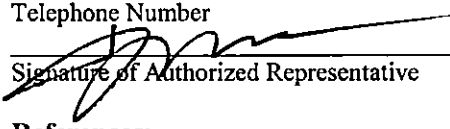
Tyler, TX OPIS CONTRACT BENCHMARK Daily 02/15/2019
OPIS Gross B5 SME Prices

		Terms	ULS2 LED	ULS2D LED
Texaco	b TYTX DELEK	1t45c	208.60	-- --
Valero	b TYTX DELEK	1-10	203.70	-- --
Chevron	b BSTX DELEK	1t45c	208.60	-- --
Chevron	b TYTX DELEK	1t45c	208.60	-- --
Sunoco	b TYTX DELEK	125-3	198.37	-- --
XOM	b TYTX DELEK	125-3	203.56	-- --
Delek	u BSTX DELEK	N-10	225.27	225.77
Delek	u TYTX DELEK	N-10	198.40	198.90
Motiva	b TYTX DELEK	125-3	206.78	-- --

PSX	b TYTX DELEK	1-10	205.40	-- --
Shell-Mot	b TYTX DELEK	125-3	207.62	-- --
76-Mot	b TYTX DELEK	125-3	207.62	-- --
Contract Low			198.37	198.90
Contract High			208.60	198.90
Contract Average			204.87	198.90
Cont Branded Low			198.37	-- --
Cont Branded High			208.60	-- --
Cont Branded Avg			205.58	-- --
Cont Unbranded Low			198.40	198.90
Cont Unbranded High			198.40	198.90
Cont Unbranded Avg			198.40	198.90

Copyright 2020, Oil Price Information Service

***Disclaimer: Unless specifically selected from the appropriate
 ***Time Series Query menu, this file may not contain all suppliers,
 ***products, or average information available for the selected markets.

<u>LYKINS ENERGY SOLUTIONS</u>	<u>31-1452295</u>
Firm Submitting Bid	Federal ID Number
<u>5163 WOLFEN PLEASANT HILL RD</u>	
Address	
<u>MILFORD OH 45150</u>	
City, State, Zip	
<u>SHANE E. DEEDS GOVERNMENT BIDS PROCESSOR</u>	<u>sdeeds@lykinsenergy.com</u>
Name and Title of Individual Submitting Bid	E-Mail Address
<u>513.965.6265</u>	<u>513.831.1428</u>
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 ST N. TEXAS CITY TX Phone No. 409.916.0145
Contact person: KAREN LEE Title MAINTAINENCE

2. Name: CITY OF DEER PARK TX
Address: 4105 LUCILLA, DEER PARK, TX Phone No. 281.478.7263
Contact person: EDWIN GARCIA Title _____

3. Name: ELMORE COUNTY HIGHWAY AL
Address: 155 COUNTYSHOP RD, WETUMPKA AL Phone No. 334.567.1108
Contact person: PAM GLOVER Title _____

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.
Lykins Energy Solutions
Milford, OH United States

Certificate Number:
2020-582557

Date Filed:
01/30/2020

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

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.
UP01-20
Gasoline and Diesel Fuel

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lykins Energy Solutions	Milford, OH United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is TODD GARNER, and my date of birth is 12.24.63.

My address is 5103 WOLFFEN PLEASANT HILL RD, MILFORD, OH, 45150, US.
(street) (city) (state) (zip code) (country)

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

Executed in CLERMONT County, State of OHIO, on the 12TH day of FEB, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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.

NONE

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

1/30/2020

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.



Analysis of Gasoline 87 E10 TANK 115

Sample Date

2/11/2020 00:00

Sample ID 251454

ASTM Class D4 11/1 - 3/31

CBOB Property

<u>Method</u>	<u>Parameter</u>	<u>Min</u>	<u>Max</u>	<u>Result</u>	<u>Units</u>	<u>Analyst</u>
D5191	RVP			13.88	psi	Troy Harpster
D4052	API Gravity @60°F			63.9		Troy Harpster
	Color		Undyed	Undyed		Troy Harpster
D3227	RSH		0.0030	0.0004	% mass	Rodriguez, Danny
D7039	Sulfur		80.00	9.33	mg/kg	Rodriguez, Danny
D3606	Benzene		4.90	1.26	% vol	IDREF_PLUS Process
D130	Cu Corrosion		1b	1a		Troy Harpster
D5059	Lead		0.010	<0.01	g/gal	Run Monthly
D3231	Phosphorus		0.005	<0.005	g/gal	Run Monthly
D3831	Manganese		0.25	<0.25	mg/L	Run Monthly

Blend Property

D5191	RVP Blend		14.50	14.43	psi	Troy Harpster
D7039	Sulfur E10 Corrected			8.1	mg/kg	Rodriguez, Danny
D86	10%		131.0	102.4	°F	Troy Harpster
D86	50%	150.0	235.0	154.2	°F	Troy Harpster
D86	90%		365.0	307.7	°F	Troy Harpster
D86	FBP		437.0	375.5	°F	Troy Harpster
D86	Residue		2.0	1.1	% vol	Troy Harpster
D86	Recovery			95.3	% vol	Troy Harpster
D86	LOSS			3.6	% vol	Troy Harpster
	Dindex E10		1220	948		Calculation
D5188	TVL	107.0		108.4	°F	Troy Harpster
D2699	Research Octane			91.7		Tabraham, Jeff
D2700	Motor Octane	82.0		82.7		Tabraham, Jeff
	Octane	87.0		87.2		Tabraham, Jeff

Tank Sampled by: Mark Kinney

This product has been certified and conforms to the specifications in accordance with ASTM D4814

Certified by: Tabraham, Jeff

2/11/2020



Analysis of Ultra Low Sulfur Diesel TANK 74

Sample Date

2/10/2020 16:00

Sample ID

251449

<u>Method</u>	<u>Parameter</u>	<u>Min</u>	<u>Max</u>	<u>Result</u>	<u>Units</u>	<u>Analyst</u>
D4052	API Gravity @60°F			36.7		Greg Turner
D86	10%			420.9	°F	Greg Turner
D86	50%			520.6	°F	Greg Turner
D86	90%	540.0	640.0	632.3	°F	Greg Turner
D86	FBP			679.3	°F	Greg Turner
D93	Corrected FP	126		147	°F	Tackett, Sean
D7042	Viscosity	1.900	4.100	2.926	mm ² /s	IDREF_PLUS Process
D7042	Viscosity Temp	40	40	40	°C	IDREF_PLUS Process
D976	Cetane	40.0		51.1		Calculation
D4737	Cetane	40.0		50.9		Calculation
D482	Ash		0.01	<0.01	% mass	Typical
D524	Ramsbottom Carbon Residue		0.35	0.00	% mass	Smith, Mike
D5949	Pour Point			10.0	°F	Greg Turner
D5773	Cloud Point			-20	°F	Greg Turner
D4176	Haze			1.0		Greg Turner
D2709	Water and Sediment			<0.01	% vol	Greg Turner
D130	Cu Corrosion		3b	1a		Greg Turner
D7039	Sulfur		15.0	8.8	mg/kg	Smith, Mike

This product has been certified and conforms to the No. 2 Ultra Low Diesel Fuel specifications in accordance with ASTM D975

Certified by: Smith, Mike

2/10/2020



ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED LYKINS COMPANIES INC, LYKINS OIL COMPANY 5163 WOLFPEN PLEASANT HILL RD MILFORD, OH 45150-9632	
POLICY NUMBER SEE CERTIFICATE # 812.0		EFFECTIVE DATE: SEE CERTIFICATE # 812.0	
CARRIER SEE CERTIFICATE # 812.0	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL NAMED INSUREDS INCLUDE
LYKINS TRANSPORTATION INC

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT.
 THE CERTIFICATE HOLDER IS A DESIGNATED INSURED ON BUSINESS AUTO LIABILITY SUBJECT TO THE CONDITIONS OF THE DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE.
 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.
 INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
 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 COVERAGE INCLUDES POLLUTION LIABILITY VIA THE CA 99 48, POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS.
 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.
 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.
 INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
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.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Auto Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LYKINS COMPANIES INC

Endorsement Effective: 02-03-2020

SCHEDULE

Name of Person(s) Or Organization(s):

UPSHUR COUNTY
PO BOX 730
GILMER TX 75644

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

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.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CA-F-128 (03-03)

Policy Number: 9325227

Transaction Effective Date:10-01-2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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 PO BOX 730 GILMER TX 75644	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES TO DELIVERY OF FUEL BY THE NAMED INSURED TO THE CERTIFICATE HOLDER.
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.

LYKINS COMPANIES INC
5163 WOLFPEN PLEASANT HILL RD
MILFORD OH 45150

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.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CG-F-81 (04-13)

Policy Number: 9325227

Transaction Effective Date: 10-01-2019

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

Issued to LYKINS TRANSPORTATION INC of MILFORD OH
Dated at Owatonna, MN 55060 this 29th day of October, 20 19
Amending Policy No 9325227 Effective Date 10-01-2019
Name of Insurance Company FEDERATED SERVICE INSURANCE COMPANY

Countersigned by Sean Pike
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

Tyler, TX OPIS CONTRACT BENCHMARK Daily 02/15/2019
 OPIS Gross Terminal Aviation Gasoline Prices

		Terms	Unl
Delek	u TYTX DELEK	N-10	241.33
PSX	b TYTX DELEK	N-10	255.00
Contract Low			241.33
Contract High			255.00
Contract Average			248.17
Cont Branded Low			255.00
Cont Branded High			255.00
Cont Branded Avg			255.00
Cont Unbranded Low			241.33
Cont Unbranded High			241.33
Cont Unbranded Avg			241.33

Copyright 2020, Oil Price Information Service

Tyler, TX OPIS CONTRACT BENCHMARK Daily 02/15/2019
 OPIS Gross CBOB Ethanol 10% RVP 9 Prices

		Terms	Unl	Mid	Pre
Texaco	b BSTX DELEK	1t45c	154.50	-- --	205.10
Texaco	b TYTX DELEK	1t45c	154.50	-- --	205.10
Valero	b TYTX DELEK	1-10	153.67	168.67	203.92
Chevron	b BSTX DELEK	1t45c	154.50	-- --	205.10
Chevron	b TYTX DELEK	1t45c	154.50	-- --	205.10
Sunoco	b TYTX DELEK	125-3	153.81	167.81	203.68
XOM	b TYTX DELEK	125-3	153.93	-- --	204.82
Delek	u BSTX DELEK	N-10	156.65	-- --	222.95
Delek	u TYTX DELEK	N-10	155.90	-- --	194.40
PSX	b TYTX DELEK	1-10	154.15	-- --	203.64
PWI-Gulf	b TYTX DELEK	N-10	148.38	161.36	198.53
Shell-Mot	b TYTX DELEK	125-3	154.53	-- --	205.42
76-Mot	b TYTX DELEK	125-3	154.45	-- --	203.06
Contract Low			148.38	161.36	194.40
Contract High			155.90	168.67	205.42
Contract Average			153.78	165.95	202.77
Cont Branded Low			148.38	161.36	198.53
Cont Branded High			154.53	168.67	205.42
Cont Branded Avg			153.55	165.95	203.70
Cont Unbranded Low			155.90	-- --	194.40
Cont Unbranded High			155.90	-- --	194.40
Cont Unbranded Avg			155.90	-- --	194.40

Copyright 2020, Oil Price Information Service

Tyler, TX OPIS CONTRACT BENCHMARK Daily 02/15/2019
 OPIS Gross Conventional Clear RVP 9 Prices

	Terms	Unl	Mid	Pre
Delek u TYTX DELEK	N-10	174.90	-- --	207.40
Contract Low		174.90	-- --	207.40
Contract High		174.90	-- --	207.40
Contract Average		174.90	-- --	207.40
Cont Unbranded Low		174.90	-- --	207.40
Cont Unbranded High		174.90	-- --	207.40
Cont Unbranded Avg		174.90	-- --	207.40

Copyright 2020, Oil Price Information Service

Tyler, TX OPIS CONTRACT BENCHMARK Daily 02/15/2019
 OPIS Gross No. 1 Distillate Prices

	Terms	LS	KERO	HS
Delek u TYTX DELEK	N-10	-- --	224.11	-- --
Contract Low		-- --	224.11	-- --
Contract High		-- --	224.11	-- --
Contract Average		-- --	224.11	-- --
Cont Unbranded Low		-- --	224.11	-- --
Cont Unbranded High		-- --	224.11	-- --
Cont Unbranded Avg		-- --	224.11	-- --

Copyright 2020, Oil Price Information Service

Tyler, TX OPIS CONTRACT BENCHMARK Daily 02/15/2019
 OPIS Gross No. 2 LED Distillate Prices

	Terms	LS	HS	ULS
Texaco b BSTX DELEK	1t45c	-- --	-- --	208.60
Texaco b TYTX DELEK	1t45c	-- --	-- --	208.60
Chevron b BSTX DELEK	1t45c	-- --	-- --	208.60
Chevron b TYTX DELEK	1t45c	-- --	-- --	208.60
Sunoco b TYTX DELEK	125-3	-- --	-- --	198.37
Delek u BSTX DELEK	N-10	-- --	-- --	225.27
Delek u TYTX DELEK	N-10	-- --	-- --	210.87
Motiva b TYTX DELEK	125-3	-- --	-- --	206.78
PSX b TYTX DELEK	1-10	-- --	-- --	205.40
PWI-Gulf b TYTX DELEK	N-10	-- --	-- --	200.89
Shell-Mot b TYTX DELEK	125-3	-- --	-- --	207.62
76-Mot b TYTX DELEK	125-3	-- --	-- --	207.62
Contract Low		-- --	-- --	198.37
Contract High		-- --	-- --	210.87
Contract Average		-- --	-- --	206.08
Cont Branded Low		-- --	-- --	198.37
Cont Branded High		-- --	-- --	208.60
Cont Branded Avg		-- --	-- --	205.49
Cont Unbranded Low		-- --	-- --	210.87
Cont Unbranded High		-- --	-- --	210.87

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 10-01-2019 at 12:01 A.M. standard time, forms a part of

Policy No. 9325228

Issued to LYKINS COMPANIES INC

Issued by FEDERATED MUTUAL INSURANCE COMPANY

Endorsement No. 1


Authorized Representative

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

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

FILED
TERRI ROSS
COUNTY CLERK
2020 FEB 14 PM 1:03
UPSHUR COUNTY, TX.
BY 
DEPUTY

Copyright 1983 National Council on Compensation Insurance.