

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT FOR BULK FUEL
 BETWEEN FIKES WHOLESALE INC. AND FORT BEND COUNTY
 PURSUANT TO RFP 22-001**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Fikes Wholesale Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas, hereinafter collectively referred to as the "Parties."

W I T N E S S E T H

WHEREAS, on or about September 22, 2021, the Parties previously executed the Agreement for Bulk Fuel Pursuant to RFP 22-001, which is attached as Exhibit 1-A, and is incorporated by reference; and

WHEREAS, the Parties now desire to add a new pricing sheet, attached as Exhibit B, that includes the cost for midgrade fuel.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Bulk Fuel Products

- A. Contractor shall provide bulk fuel product and services in accordance with and at the prices set forth in RFP 22-001, and as described in detail in the Contractor's Proposal dated August 17, 2021, attached hereto as Exhibit 1-A, and incorporated by reference. Prices include any and all assessed fees, charges, transportation/delivery costs and applicable taxes.
- B. The additional Pricing Sheet for midgrade fuel is attached as Exhibit B, and incorporated by reference as if a part of the original agreement.

Except as provided herein, all terms and conditions of the Agreement, including any previous Amendments and/or Addendums, remain in full force and effect. The Agreement, and this Amendment are the sole and final agreement of the parties regarding the subject matter hereof, and supersede any previous agreements, understandings, and arrangements relating to such subject matter.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 25th day of January, 2022.

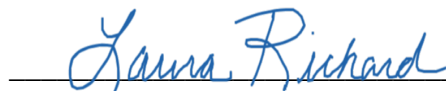
FORT BEND COUNTY



County Judge KP George
KP George, County Judge



ATTEST:



Laura Richard, County Clerk

FIKES WHOLESALE INC.


Authorized Agent- Signature

David Drew

Authorized Agent- Printed Name

VP, Supply, Transportation and Wholesale
Title

12-28-21

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 4,000,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

Exhibit 1-A: Executed Agreement (9.22.21)

Exhibit B: Pricing Sheet for midgrade fuel

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EXHIBIT 1-A

Agreement for Bulk Fuel (Executed 9.22.21)

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**AGREEMENT FOR BULK FUEL
BETWEEN FIKES WHOLESALE INC. AND FORT BEND COUNTY
PURSUANT TO RFP 22-001**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Fikes Wholesale Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, County desires that Contractor provide bulk fuel products (hereinafter "Services") pursuant to RFP 22-001; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Bulk Fuel Products

- A. Contractor shall provide bulk fuel product and services in accordance with and at the prices set forth in RFP 22-001, and as described in detail in the Contractor's Proposal dated August 17, 2021, attached hereto as Exhibit A, and incorporated by reference. Prices include any and all assessed fees, charges, transportation/delivery costs and applicable taxes.
- B. Gasoline
 - 1. Contractor shall furnish and deliver bulk gasoline in the quantities requested by County. Delivered gasoline shall be in strict compliance with all applicable environmental rules, statutes, specifications, codes, and guidelines, including but not limited to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), Environmental Protection Agency (EPA), individual State Commissions on Environmental Quality, Federal Highway Administration (FHWA), and Federal Transit Administration (FTA) rules, statutes, specifications, codes and guidelines as applicable.
 - 2. Delivered gasoline shall meet the following minimum octane ratings:
 - a. Regular unleaded: 87 Octane

b. Midgrade unleaded: 89 Octane

3. The octane rating shall be determined by adding the research octane number (RON) and the motor octane number (MON), then dividing by two (2). It is not acceptable to mix or blend lower octane rated gasoline with higher octane rated gasoline to meet minimum specified requirements.
4. All grades of gasoline furnished and delivered shall contain required rust inhibitors, oxidation inhibitors and detergent additives for use in, and recommended for, engines with fuel injector systems.
5. Contractor shall be liable for all remediation and damages to equipment and property resulting from the delivery and/or usage of defective, contaminated or non-compliant gasoline.
6. Contractor shall furnish and deliver, on an as needed basis, gasoline with a specification sheet describing the product, and an original copy of the manifest identifying the refinery or common carrier pipeline terminal from where the fuel was loaded for delivery to the customer. The delivered product must meet all applicable laws and requirements at time of delivery as applicable to the purchasing agency.
7. All deliveries shall be accompanied by an original copy of the refinery manifest (reproduced copies are unacceptable). The Bill of Lading must be identifiable as to the refinery or common carrier pipeline terminal. Deliveries from any other source will be rejected. Any transport arriving without proper paperwork will not be allowed to unload.

C. Diesel Fuel

1. Contractor shall furnish and deliver diesel fuel in the quantities requested by County. Delivered diesel fuel shall be in strict compliance with all applicable environmental rules, statutes, specifications, codes, and guidelines, including but not limited to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), Environmental Protection Agency (EPA), individual State Commissions on Environmental Quality, Federal Highway Administration (FHWA), and Federal Transit Administration (FTA) rules, statutes, specifications, codes and guidelines as applicable.
2. Delivered diesel shall contain all required inhibitors and additives for use in, and recommended for diesel engines.
3. Contractor shall be liable for all remediation and damages to equipment and property resulting from the delivery and/or usage of defective, contaminated or non-compliant fuel.
4. It is the intent of this contract to make available any formulations of diesel fuel sanctioned by the state commission on environmental quality as applicable.
5. Delivered diesel shall be accompanied by an original copy of the refinery manifest (reproduced copies are unacceptable). The Bill of Lading must be identifiable as to the refinery or common carrier pipeline terminal. Deliveries from any other source will be rejected. Any transport arriving without proper paperwork will not be allowed to unload.

Section 3. Delivery

- A. Locations and Times:
 - 1. Deliveries for diesel and unleaded fuel are to be made to Fort Bend County's bulk storage facility located at 2751 Klauke Road in Rosenberg. Red-Dyed diesel will be delivered to the Drainage District located at 1022 Blume Road in Rosenberg. All locations require pump off trucks. Fort Bend County reserves the right to add or delete locations.
 - 2. Deliveries accepted Monday through Friday 7:00AM through 3:30 PM. In the event of a declared emergency, deliveries may be required to take place on weekends and holidays.
 - 3. All deliveries must be made no later than twenty-four (24) hours after request by County, unless otherwise agreed to in writing by the parties.
- B. All delivery vehicles must:
 - 1. Utilize a verifiable accurate fuel measuring system.
 - 2. Utilize vapor recovery systems.
 - 3. Be independently capable of pumping fuel to County tanks.
 - 4. Have appropriate certifications from the State of Texas.

Section 4. Emergency Response

- A. Contractor shall deliver products covered by this Agreement to County in a priority manner in the event of, and for the duration of, any declared state of emergency or disaster.
- B. County reserves the right to obtain the products and services covered by this Agreement from other sources in the event an emergency or disaster is declared and such products or services are necessary to meet the needs of the emergency or disaster. Contractor shall not be entitled to damages for products or services procured from another source pursuant to this Section.

Section 5. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 6. Term

The term of this Agreement shall begin on October 1, 2021 and end on September 30, 2022. The Agreement is renewable annually for four (4) additional one year terms under the same terms and conditions if mutually agreed upon by the parties in writing.

Section 7. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services is the amount certified as available by the Fort Bend County Auditor below, plus any additional amounts of funds from time to time that become certified available by the Auditor.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 8. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 9. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by the County Judge or the County Purchasing Agent.

B. Termination for Default

1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 2. If, after termination, it is determined by County that for any reason whatsoever that Contractor was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with this Section.
- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with the above Compensation Section for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in the Compensation Section above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 10. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 11. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 12. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 5. MCS-90 Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 must be attached to commercial automobile coverage.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if

required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 13. Indemnity

- A. **CONTRACTOR SHALL DEFEND, INDEMNIFY, AND SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**
- B. Contractor shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien, or judgment, not later than the fifteenth day of each month, provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.
- C. Contractor's duty to defend, indemnify, and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by County in writing. The provisions of this Section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters when they arise.
- D. In the event of a dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien, or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never the less defend such claim, demand, suit, action, proceeding, lien, or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.

- E. Contractor's indemnification shall cover, and Contractor agrees to indemnify County in the event County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.
- F. The provision of insurance by Contractor shall not limit the liability of Contractor under this Agreement.
- G. Contractor shall cause any sub-contractor who may have a contract to perform work under this Agreement to indemnify County and to hold County harmless from all claims that arise from the sub-contractor's operations.
- H. Loss Deduction Clause - County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Subcontractor providing such insurance.

Section 14. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with

County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 15. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 16. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: Purchasing Agent
301 Jackson Ste. Suite 201
Richmond, Texas 77469

Contractor: Fikes Wholesale, Inc.
Attn: Account Manager of Wholesale Fuels
P.O. Box 1287
Temple, Texas 76503

- C. Notice is effective only if the party giving or making the Notice has complied with requirements of this Section and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 17. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 18. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 19. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Contractor are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 20. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 21. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 22. No Government Obligation to Third Parties

County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Section 23. Program Fraud and False or Fraudulent Statement and Related Acts

- A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- C. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section 24. Access to Records and Reports

- A. Contractor agrees to provide County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- B. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Section 25. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Section 26. Civil Rights Requirements

- A. The following requirements apply to the underlying contract:
 - 1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - 2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- B. Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Section 27. Disadvantaged Business Enterprise (DBE)

- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of 3% has been established for this procurement.
- B. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as County deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from County. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Contract is satisfactorily completed.
- E. Contractor must promptly notify County whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of County.

Section 28. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause County to be in violation of the FTA terms and conditions.

Section 29. Government-Wide Debarment and Suspension (Non-Procurement)

- A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- B. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- C. Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section 30. Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Section 31. Clean Air

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Section 32. Clean Water

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Section 33. Cargo Preference

Contractor agrees:

- A. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Contractor in the case of a subcontractor's bill-of-lading.)
- C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Section 34. Fly America

Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor

agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Section 35. Energy Conservation Requirements

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Section 36. Recycled Products

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 37. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 38. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 39. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 40. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 41. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, the Agreement controls to the extent of the conflict. In the event there is a conflict between Fort Bend County RFP 22-001 and the Contractor's Proposal (Exhibit A), the County RFP 22-001 shall control.

Section 42. Certain State Law Requirements for Contracts

42.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

42.2 Texas Government Code Section 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 43. Human Trafficking


BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE LEFT BLANK}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 22nd day of September, 2021.

FORT BEND COUNTY

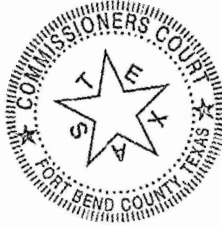


KP George, County Judge
County Judge KP George

ATTEST:



Laura Richard, County Clerk



FIKES WHOLESALE INC.



Authorized Agent- Signature
David Drew

Authorized Agent- Printed Name

V.P. of Supply, Transportation & Wholesale


Title

September 22, 2021

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 4,000,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

Exhibit A: RFP 22-001

i:\agreements\2022 agreements\purchasing\fikes wholesale rfp 22-001 bulk fuel (22-purch-100117)\agreement for bulk fuel (Isl 9.22.21).docx



**Fort Bend County, Texas
Term Contract for Bulk Fuel
RFP 22-001
August 17, 2021@ 02:00 PM**

**Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469**



Proposal for



Fort Bend County, Texas
Term Contract for Bulk Fuel
RFP 22-001
August 17, 2021@ 02:00 PM

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Fort Bend County RFP 22-001

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Executive Summary

Fikes Wholesale Inc. is based in Central Texas and has been proudly serving our customers since 1952. In 2021 Fikes Wholesale will serve over 400 million gallons of fuel this year throughout much of the South from Texas to Florida. As a part of the Fikes family, Fikes Commercial Fuels is committed to supplying quality fuel products to our customers in a safe manner and on time while adhering to our core values of honesty, integrity, commitment, and excellent customer service. We strive daily to be the premier fuel supplier in our marketing area. Our customers are always our priority. We have; a dedicated Sales Team ready to respond to your needs; a Fuel Replenishment Team that monitors supply and demand so that we can get you the fuel you need when you need it; and dedicated Accounting Contacts should there be a question on an invoice.

We own a transport company called Group Petroleum Services (GPS) based in Temple, Texas. GPS is a Temple, TX based common carrier of bulk petroleum liquids consisting of 37 tractor trailers, and 51 drivers, that has been in business for over 40 years. GPS currently has 15 units in the South Texas area. GPS currently services the Houston region daily from pull points in Pasadena, Austin, and Waco, as well as the ability to load in other areas, if needed. GPS operates 24 hours per day, 7 days per week. The dispatch center is in Belton, Texas and is staffed 24 hours per day. Our professional drivers are safety trained and certified to handle hazardous materials in all delivery methods, gravity drop and pump offs, and have regular meetings and training updates. Our impeccable safety record has earned us FMCSA scores in the upper 1% of the nation. Our fleet is young and well maintained with tractors averaging 2.2 years old and trailers 7.4 years. We replace tractors after 4 to 5 years to provide our drivers with the very best equipment available. There tractors are equipped with in-cab cameras. We have in-cab communication and satellite tracking capability to stay in touch and in-tune with our drivers throughout their day. Our back-office personnel provide salient load data and invoicing the next business day. Drivers submit paperwork daily via digital imaging methods that operates 24/7/365.

Owning our own transports allows us flexibility in managing fuel loads so we can meet our customers' needs and expectations. In addition, we have an extensive network of common carriers should demand exceed hauling capacity and can assist during times of peak demand.

In addition to the above, our financial strength, organization, state of the art technology and accounting systems, coupled with our focus on customer service make us uniquely qualified to serve Fort Bend County.

Our corporate office is in Central Texas at 6261 Central Pointe Parkway in Temple, Texas 76503 and the main phone number to the corporate office is (254) 791-0009.

Lastly, Fikes is also proud to mention our involvement in the communities in which we do business as well as our support of higher education. Through the various charitable events we hold we have donated over \$3.3 million to Children's Miracle Network Hospitals and, through the C.E. Fikes Endowed Scholarships, has made secondary education financially available to students at several colleges and universities in the cities and towns we operate.



1. Understanding Scope of Work

2. Compliance with all state, FEMA,FTA Rules & Regulations

3. Pricing



4. Firm Experience / Qualifications, and the Ability to Perform

5. Required Forms and Overall Completeness of Submission

Fikes Wholesale Inc.
P. O. Box 1287 Temple,
TX 76503

1. Understanding the Scope of Work

- Respondents demonstrate their ability to meet the required qualifications listed in above. In addition, describe how the services requested in this instrument will be provided and how they will be supported. Describe the approach your firm will take to accomplish the required collaboration.

On behalf of the Fikes Wholesale Commercial team, we are very excited to have the opportunity to participate in the Fort Bend County invitation in the request for proposal for the term contract for bulk fuel.

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

In 2021 we sell well over 400 million gallons of fuel to various customers which included our direct chain of convenience stores, wholesale, commercial, municipalities, and school districts. We operate in 7 states throughout the southern U.S.

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

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

We have a team (our Fuel Replenishment team) dedicated to making sure you get the fuel you need when you need it. We take great pride in serving our customers the best price, unparalleled support, and great customer service. We serve many municipalities including Sugarland, Deer Park, Waco, College Station, Bryan, McLennan, and Brazos counties just to name a few. We know the unique needs a county like Fort Bend County may have and we are ready to serve.

Fikes Wholesale Inc. will certify that it is a duly qualified, capable, and otherwise bondable business entity and we are not in receivership or contemplates same, nor has filed for bankruptcy. The company does not owe any back taxes within Fort Bend County and the company is able and capable of performing this proposal through Fikes own resources without subcontracting or assignment and we are normally engaged in this type of business. Fikes Wholesale is familiar with all laws, regulations, and customs applicable to the delivering of fuel.

Fikes Wholesale Inc. will deliver bulk fuel in the quantities requested pursuant to the specifications contained in the proposal and will meet all regulations established by the Federal Emergency Management Agency(FEMA) and the Federal Transportation Authority

(FSA) . In addition, we shall be in strict compliance of all Environmental Protection Agency (EPA), Texas State Commission on Environmental Quality (TCEQ), Federal Highway Administration (FHWA), and Federal Transit Authority (FTA), rules, statutes, specifications, codes, and guidelines as applicable.

Fikes has contractual supply agreements with most every reputable Refiner, including, but not limited to ExxonMobil, ChevronTexaco, ConocoPhillips, and Valero. We only distribute quality products in accordance with your technical specifications. Fuel for your sites would be supplied by Kendall Morgan Pasadena or Exxon Mobil Pasadena. Since these terminals are owned by others, we rely on their quality control process in the unlikely event testing is needed we have the necessary contacts to do so.

In addition to the primary suppliers mentioned, Fikes is unique in that we own and operate a Terminal in Waco, Texas. Having multiple sources of fuel is important when supply issues arise as we have seen in the instances of Hurricanes and Ice Storms. Operating our own terminal, we follow a quality assurance process to test every batch of fuel received from refineries. This process is much the same for those terminals we do not own but lift from to supply your sites, further ensuring product quality and meeting specifications as mandated.

Given the quality fuel we distribute, coupled with the many government requirements, there is rarely a quality assurance issue. Fikes stands behind our products and services and would quickly remedy any issue caused by us. In the unlikely event of an issue, we would investigate to determine root cause and act as necessary.

Delivery of quality products, on time and in a safe manner is the most important element of our relationship with Fort Bend County. The keys to uninterrupted supply include infrastructure, planning, communication, and management. We have a team dedicated (Fuel Replenishment) to this cause. From the site perspective early notification (placement) of an order is key to on-time delivery. Our process is simple. Order by noon today for delivery the next day. We build orders in the a.m. until around noon each day for delivery the following day. This schedule is followed 7 days per week as we deliver every day of the year. Fikes understands that occasionally a load is not submitted/ordered within the standard time frame. We understand the importance of fuel and in the event of an emergency need will make every attempt to deliver fuel ASAP. All procedures shall comply with state, Federal and FEMA & FTA requirements. In addition, Fikes offers automated delivery. If you have compatible tank monitors/technology, we can maintain fuel levels (you select inventory level) so your employees would no longer be required to order fuel. This is a service Fikes provides at no charge to its customers.

We will utilize Group Petroleum Services (GPS) based in Temple, Texas to deliver full transports of fuel. GPS, owned by Fikes, is a Temple, TX based common carrier of bulk petroleum liquids consisting of 37 tractor trailers and 51 drivers, have been in business for over 40 years. All tankers have been certified by the State of Texas. GPS has units stationed in the Houston Metro area. GPS currently services the Houston region daily from pull points in Houston, Austin, Waco and as well as the ability to load in other areas, if needed. GPS operates

24 hours per day, 7 days per week. The dispatch center is in Belton and is staffed 24 hours per day. Our professional drivers are safety trained and certified to handle hazardous materials in all delivery methods, gravity drop and pump offs, and have regular meetings and training updates. We have in-cab communication and cameras. We have satellite tracking capability to stay in touch and in-tune with our drivers throughout their day. We understand that your normal delivery hours are from 07:00AM through 3:30PM, Monday through Friday but in the case of an emergency we can provide deliveries on weekends and holidays.

The Fikes standard for on time and proper quantities is 100%. To that end we do not have systems in place to measure or document the very rare instance where a delivery window is missed. If there is an issue on a delivery, we perform root cause analysis to determine the cause and act as necessary. In our opinion if orders are placed in the standard order window, unless there are extenuating circumstances (supply disruptions, transport mechanical issue etc.) the load should be delivered as ordered. If, in the opinion of one of the delivery locations, we are not meeting performance standards outlined here, we would take steps necessary to resolve the issue to the recipient's satisfaction.

In the unlikely event of a spill or other incident, we have an Emergency Response Plan. We have made this plan a part of this proposal and have included a copy at the end of this document for your review.

A copy of the bill of lading from the refiner and a copy of the delivery ticket from Group Petroleum is left with the customer after each delivery. They include such information as Customer information, fuel delivered, compartment information, gross and net gallons, tank gage information, water gage if required, and driver and customer signature.

We have included copies of GPS's delivery ticket as well as a copy of Bill of Ladings for Flint Hills, Valero, and our Waco terminal for your review, they are included at the end of this document for your review.

We are pleased to report that Fikes does not have any specific critical issues or problem areas to disclose. Having said that, as the reviewers of this note are probably aware, there is an ongoing driver shortage that we are all faced with. This driver shortage has long been anticipated and affects not only fuel transportation, but all industries that utilized over the road trucking to transport products. In an effort to stay ahead of this issue, we have planned and have a robust hiring and training program to attract and retain a staff of excellent drivers. Having our own fleet allows us to control our capacity and not rely solely on the planning and performance of common carriers.



EMERGENCY RESPONSE GUIDE

JULY 1, 2018

PURPOSE

The Emergency Response Guide is designed to detail the protocol and processes to handle emergency situations including:

Spills

Mixes

Personal Injuries

Motor Vehicle Accidents.

In addition to the processes for addressing each type of incident this guide includes a listing of approved vendors and resources to employ when needed.

SCOPE

The guide will cover all GPS operating areas and can be used by all operations and maintenance personnel.

This document is intended to guide the response efforts of GPS. Every situation is different.

SPILLS

A Spill is defined as any amount of product that is released during loading, transport, or unloading. This situation has the most potential danger as flammable vapors are uncontained and can be ignited to cause a fire.

- 1.) When a spill occurs it should be called into the dispatch center. See below for communication protocol if dispatch was not called first.
- 2.) Dispatch will get as much information as possible to include:
 - a. Is the driver OK?
 - b. Location
 - c. Product spilled
 - d. Is the spill contained?
 - e. Surface it is spilled on (concrete, blacktop, dirt, grass, etc.)
 - f. Has it gotten into any water source?
 - g. Weather conditions (raining, windy, etc.)
 - h. Customer
 - i. Traffic level (is the location crowded, etc.)
 - j. Any other immediate risk observations (power lines, vehicles, etc.)
- 3.) Dispatch will **call** the Regional Operations Manager for the area affected.
- 4.) ROM will contact driver and assess the situation to decide if management response is needed on site. Then, the ROM will:
 - a. Determine if 911 needs to be called. Instruct the driver to make the call.
 - b. Contact the General Manager to apprise. The GM will contact Energi for clean up efforts as needed.
 - c. Contact the Maintenance Director if equipment is damaged or if help is needed to remedy the situation.
 - d. Follow back through dispatch to assure the remaining loads on the driver are covered, etc.
 - e. Assure that all affected customers are notified.
- 5.) General Manager will alert Risk Management as needed.
- 6.) General Manager will alert Fikes Executives as needed.

All parties should keep a log of times and actions they took during the incident and provide the log to management at the close of the incident. This information will be needed by risk management if so deemed.

MIXES

A Mix is defined as any products that are comingled unintentionally while loading or unloading. Mixes can cause major disruptions in the customers operations, as well as in GPS operations depending upon the resources needed to rectify the mix. In addition, lost business and ill-will between the customer and consumer can have a huge impact on the overall scope of the situation.

- 1.) When a mix occurs it should be called into dispatch immediately.
- 2.) Dispatch will determine the following:
 - a. Is the driver OK?
 - b. Location
 - c. What products have been mixed (gas into diesel, diesel into gas, grade of gasoline mixed, etc.)
 - d. How much was mixed?
 - e. Do the store's pumps need to be shut down to prevent sales of mixed product?
 - f. Has any already been sold to consumers?
 - g. What quantities are left on the unit?
 - h. What needs to happen next?
 - i. Contact the customer and report.
- 3.) Dispatch will call the appropriate Regional Operations Manager for the area.
- 4.) ROM will take control of the situation and direct the driver and dispatch accordingly.

From there he will:

 - a. Determine what assets, if any, will be needed to get the store back to normal including pumping out the mixed tanks, restoring fresh product to the store, purging lines, etc.
 - b. Contact the General Manager to update.
 - c. Follow back through dispatch to assure the remaining loads on the loads the driver are covered, etc.
 - d. Respond to the scene as needed.
- 5.) General Manager will alert Risk Management and Energi as needed.
- 6.) General Manager will alert Fikes Executives as needed.

MOTOR VEHICLE ACCIDENTS

A motor vehicle accident (MVA) is any situation where our tractor or trailer comes in contact with any other object; another vehicle (moving or static) a stationary object (post, gate, etc.), or is struck by any other object while parked (another vehicle, bicycle, etc.).

- 1.) When a MVA occurs it should be reported to dispatch immediately.
- 2.) Dispatch will get as much information as possible to include:
 - a. Is the driver OK?
 - b. What is the MVA?
 - c. Are there injuries apparent?
 - d. Is traffic affected?
 - e. Where is the exact location of the MVA?
 - f. Have authorities been called?
 - g. Is there a spill of any kind? If so, is the spill contained?
 - h. What is the weather condition?
 - i. Can the vehicle(s) be moved? Contact the Director of Maintenance if unsure.
 - j. What customer is affected?
 - k. Is the unit loaded or empty?
 - l. What is the extent of the damages to all parties?
 - m. Instruct the driver to take photos, no matter how minor the damages look.
- 3.) Dispatch will call the Regional Operations Manager for the area affected.
- 4.) ROM will contact driver and assess the situation. He will determine:
 - a. If management response is needed and how much?
 - b. The severity of the accident (DOT reportable, etc.)
 - c. Will any vehicles need to be towed? If so, contact the Director of Maintenance to determine where the vehicle should be towed to.
 - d. Status of injured, if applicable. Was an ambulance needed?
 - e. Did the GPS driver take photos?
 - f. Does he have the other parties' information; name, contact, insurance company, etc.?
 - g. If an officer is on the scene does the driver have his name and jurisdiction?
 - h. Any case numbers or document numbers that can be obtained.
 - i. Was either party cited? If so, what for?
- 5.) The ROM will alert the General Manager.
- 6.) The General Manager will contact Energi, or approve resources as needed.

- 7.) The General Manager will alert Risk Management as needed.
- 8.) The General Manager will inform ownership as needed.

PERSONAL INJURIES

Personal Injuries occur when an employee is injured while working on the job. These require immediate involvement from management no matter how minor the injury may appear to be. All injury claims are serious and need to be handled where the employee gets the quickest and best care possible.

- 1.) All injuries should be reported to management immediately.
- 2.) The person taking the call will question the employee to determine if immediate first aid or other emergency medical treatment is needed.
- 3.) The manager will direct the employee to call Medcor at 1-800-775-5866, or, if the employee cannot make the call, or call Medcor for them.
- 4.) If the ROM has not yet been called, notify him **BY PHONE**.
 - a. The ROM will assure dispatch is notified
 - b. The ROM will work with dispatch to maintain customer service levels.
- 5.) The manager will alert the General Manager.
- 6.) The General Manager will alert Risk Management and Energi as needed.
- 7.) The General Manager will alert ownership as needed.

RESOURCES

**Emergency Response – HAZ Mat Clean Up Companies - *MUST BE APPROVED BY
GM PRIOR TO CONTACT***

INSURANCE CARRIER – Federated – 507-390-0153

AMARILLO

Talon/LPE
921 N. Bivins St.
Amarillo, TX 79107
806-467-0607
866-742-0742

SHREVEPORT

USES
9435 St. Vincent Ave
Shreveport, LA 71106
318-861-0880 – office
24 HR EMERGENCY – 888-279-9930

MISSISSIPPI

USES
3906 I -55 South
Jackson, MS 39212
601-372-0699 – office
24 HR EMERGENCY – 888-279-9930

EAST TEXAS – (CADDO MILLS, SULPHUR SPRINGS, TYLER, WASKOM)

Southland Response	866-723-3719
PO Box 2167	903-657-8669
Henderson, TX 75653	
936-465-4460 – office	
TAS Environmental	
888-654-0111	

TEMPLE / WACO/HEARNE

Grones Environmental
110 Sherman St.
Waco, TX 76704
254-829-2796 – office
254-744-4667

TAS Environmental
888-654-0111

Towing Companies

Before calling any towing company, ensure that any law enforcement on scene has not already requested a tow company!

AMARILLO

Amarillo Towing
806-355-4650

CADDO MILLS / SULPHUR SPRINGS

Petty's Wrecker Service
903-455-8425

SHREVEPORT

Lloyds Towing
835 Aero Dr.
Shreveport, LA
800-234-7926

ETX / MT. PLEASANT

Billy Craig Service
903-573-3468

TYLER

Isaacs Wrecker
903-592-8697

JACKSON, MS

Halls Towing Service
601-939-3932
800-748-9960

TEMPLE

Temple Towing
254-633-2930

Wards Towing
254-773-7486

WACO

Big Boy's Wrecker Service – John Simon
254-662-3031-office
254-723-4714 – cell

Tow King
254-666-5485

CAMERON / HEARNE

Condry's Wrecker Service – James Condry, Jr
254-697-4189 – office
254-455-0400 – cell

143511

FREIGHT BILL

GROUP PETROLEUM SERVICES, INC.

Please Print

Delivering on Promises
6261 CENTRAL POINTE BLVD
TEMPLE, TEXAS 76504
1-800-351-5214

Date: 8/4/21

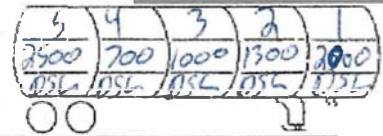
Customer Order No:

Customer PO:

BILL FREIGHT TO: Fikes

SUPPLIER: WB

TERMINAL LOAD AT: Fikes City/State: waco, TX



DESTINATION (1 ST STOP)	City/State	DESTINATION (2 ND STOP)	City/State
	Temple, TX		
LOAD TIME	UNLOAD TIME	LOAD TIME	UNLOAD TIME
05:48 a.m.	06:54 a.m.		

COMP #	BILL OF LADING	PRODUCT DESCRIPTION	GROSS GALLONS	NET GALLONS	TANK GAGE		WATER GAGE	
					Before	After	Before	After
		GAS						
		E87 NO-Lead RFG Gas						
		E89 NO-Lead Plus RFG Gas						
		E91 NO-Lead Prem RFG Gas						
		E93 NO-Lead Prem RFG Gas						
		E0 NO-Lead Conventional RFG Gas						
		E85 Unleaded Flex Fuel						
		Ethanol						
		Other						
		DIESEL						
		ULSD2/ULSD5 NON-LED DIESEL						
1-5	889418	ULSD2/ULSD5 LED DIESEL	2500	2411	41	63	00	00
		ULSD B20 NON-LED DIESEL						
		ULSD B20 LED DIESEL						
		ULSD2/ULSD5 NON-LED DYED DIESEL						
		ULSD2/ULSD5 LED DYED DIESEL						
		BIO						
		Other						

Driver Comments:	ACCESSORIAL SERVICES (Indicate Yes Or NO)
	Stop Charge:
	Pump Charge: YES
	Retain:
	Demurrage (Please Indicate Reason):
	Demurrage Approved By:
Driver: W. Burney	Other (Specify):
Truck#: 69	
Trailer#: 255	

DRIVER SIGNATURE: [Signature]

DATE: 8/4/21

CUSTOMER SIGNATURE: X

DATE:

EMERGENCY CONTACT TELEPHONE NUMBER 1-800-633-8253



**BILL OF LADING**

ORIGINAL

For Product Emergency - Spill, Leak, Fire, Exposure or Accident Call CHEMTREC 1-800-424-9300 Day or Night CCN726965

SHIPMENT OF ORIGIN:
FIKES TERMINALS
1600 SOUTH LOOP DRIVE
WACO TX 76704

EPA# Document# 0000088948 Folio: 08/004
TransID: 530 3rd Party Ref: 000007552 PO Number: D358537
Batch: Contract:
Load Start: 2021-08-04 05:45 Load Stop: 2021-08-04 05:58

SUPPLIER: 0000000011 FIKES WHOLESALE INC
CUSTOMER: 0000000100 FIKES WHOLESALE INC
ACCOUNT: [REDACTED]
CONSIGNEE: [REDACTED]
SHIP TO: [REDACTED]

CARRIER: SCAC: GRPV
0000001 GROUP PETROLEUM SERVICES INC
DRIVER: 00000579 Nelson Burney
TRACTOR: TRAILER1: 255 TRAILER2:
COMMENTS:

BOL MESSAGE:

Carrier certifies that the container supplied for this shipment meets applicable Department of Transportation specification and is a proper container for the transportation of the products described below.

Product Summary

Hazardous Materials Description	Gross	Net
NA1993 DIESEL FUEL,3,PG III	7500	7411
TOTALS(GALS):	7500	7411

ID 001109 Product Message
ULSD #2 TxLED B5% S-15 PPM MV 15 PPM SULFUR UNDYED ULSD #2D DIESEL FUEL FOR USE IN ALL DIESEL VEHICLES AND
ENGINES THIS PRODUCT MAY BE USED AS FUEL FOR DIESEL ENGINES IN ANY TEXAS COUNTY REQUIRING THE USE OF LOW EMISSION
DIESEL FUEL WITHOUT FURTHER PROCESSING CONTAINS 5% BIO DIESEL

ID	Name	Product Detail		Temp	Grav/Dens	Pres	Meter	Vehl	Comp
		Gross	Net						
001109	ULSD #2 TxLED S-15 MV B5%	4,300	4,251	84.6	37.2		BAY 2		
001109	ULSD #2 TxLED S-15 MV B5%	3,200	3,160	86.4	37.2				

Delivery Instructions:

Equipment Instructions:

This is to certify that the above named materials are properly classified, described, packaged, marked & labeled & is in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Driver/Operator: Nelson Burney
Signature:

Received By:

Page 1 of 1

Bill of Lading

Shippers BOL No.	Revision
1422292	1
Ship Date:	08/02/2021

EMERGENCY CONTACT: CHEMTREC (CCN 8586) 1-800-424-9300 (US/CAN)
SHIPPER/OFFEROR: FHR CORPUS CHRISTI, LLC P19 01-800-681-9531 (MEX)

Supplier: FLINT HILLS RESOURCES, LP EPA #: 407181622 PO #: [REDACTED]

Origin	Customer/Consignee/Sold To	Destination/Ship To
WACO PRODUCTS TERMINAL FHR CORPUS CHRISTI, LLC P19 2017 Kendall Lane Waco, TX 76705-3366 (254) 756-5442	FIKES WHOLESALE, INC. 2002 SCOTT BLVD TEMPLE, TX 76504-	94021 FIKES WHOLESALE INC / #94021 VAR TEXAS, TX

Term#	TCN#	Carrier	Driver	Bay	In	Out
1884	T74TX2707	21138 - GROUP PETROLEUM SERVICES	2274 - SMITH, BYRON	1	08/02/2021 09:57	08/02/2021 10:08

Pkg	H	M	Proper Shipping Description	Temp	API Grav	Gross Gals	Net Gals @60 F
-----	---	---	-----------------------------	------	----------	------------	----------------

1-T/T TRAILER - #00027

X	NA1993, FUEL OIL, COMBUSTIBLE LIQUID, III	80.5	41.1	800	792
	Diesel S15 MV No. 2-D TxDLED + LUBRICITY				
	See Notes (9701 8601)				
X	NA1993, FUEL OIL, COMBUSTIBLE LIQUID, III	80.4	41.1	2551	2525
	Diesel S15 NRLM No. 2-D TxDLED + RED DYE + LUBRICITY				
	See Notes (9701 301 8601)				
X	NA1993, FUEL OIL, COMBUSTIBLE LIQUID, III	80.3	41.1	2849	2820
	Diesel S15 NRLM No. 2-D TxDLED + RED DYE + LUBRICITY				
	See Notes (9701 301 8601)				
X	UN1203, GASOLINE, 3, II	83.4	55.6	1150	1133
	87 Conv w/ 10% Ethanol + FHR IVD R1				
	See Notes (6601 7801 1601 9808 10603)				
X	UN1203, GASOLINE, 3, II	82.4	55.5	650	640
	87 Conv w/ 10% Ethanol + FHR IVD R1				
	See Notes (6601 7801 1601 9808 10603)				

Product Totals

2825	Diesel S15 MV No. 2-D TxDLED + LUBRICITY	800	792
2826	Diesel S15 NRLM No. 2-D TxDLED + RED DYE + LUBRICITY	5400	5345
7770	87 Conv w/ 10% Ethanol + FHR IVD R1	1800	1773

Comments:
Notes:

- 301 - Dyed diesel fuel, nontaxable use only, penalty for taxable use.
- 1501 - This product is properly detergent additive gasoline.
- 6601 - E10: Contains between 9 and 10 vol% ethanol.
- 7801 - This product complies with the requirements for Reid vapor pressure specified in Title 30 Texas Administrative Code, section 214.301 and may be used in any Texas county requiring gasoline with a maximum RVP of 7.8 pounds per square inch.
- 8601 - EPA Designation: 15 ppm sulfur ULSD.
- 9701 - This product has been produced under a TCEQ approved alternative emission reduction plan and may be used as fuel for diesel engines in any Texas county requiring the use of low emission diesel fuel.
- 9808 - EPA Designation: SIP Controlled Summer CG
- 10603 - 7.8 psi Gasoline

These commodities, technology, or software were shipped from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.
For billing questions, please contact the origin listed above.

To request a current SDS in non-emergency situations, please call 316-825-7988 Page 1 of 1
QR Revision: 10.28.2019 11:35 FHR RP BOL QRD Revision: 10.24.2019 10:40



BILL OF LADING

For Emergency Spills/Leaks, call Chemtrec at 1-800-424-9300. Chemtrec Contract Number CCN23609.

BOL NUMBER: 11528!
FOLIO NUMBER: 07 / 01
TRANSACTION ID: 531
LOAD START: 07/20/21 08:31
LOAD STOP: 07/20/21 08:48PLANT ID: BB50
Taylor Terminal
12992 Chandler Rd

DOT DESCRIPTION (HAZARD MESSAGES):

1 CARGO TANK: NA 1993, Diesel Fuel, 3, PG III,

OFFEROR / OWNER:

Taylor, TX 76574, US

PH:

TCN #: T75TX2696

EPA #: 4006

SUPPLIER: 0000000501

501-EXXON/MOBIL

EXXON/MOBIL

CARRIER (SHIPPER): 2507981

GROUP PETROLEUM SERVICES

PO BOX 1287

TEMPLE, TX 76503, US

SCAC: GRPV, FEIN: 742776601

Truck: License:

Trailer: 255 License:

Seals:

CUSTOMER (SOLD TO): 0000001501

ExxonMobil Unbranded

ExxonMobil Unbranded

P/U TAYLOR

Taylor, TX 76754, US

ACCOUNT (SHIP TO):

FREIGHT: PREPAID

Order:

P.O.:

Release:

DOCUMENT INFO: DE v803

ORIGINAL DOCUMENT

COMP	METER	PROD ID	PRODUCT DESCRIPTION	GROSS GALS	GRAV/DENS	TEMP F	API	RVP	NET GALS@60F
05		103465	S15 MV TX LE NO 2 DSL DYE	2,400	36.70	80.7	6B	0.0	2,377
	060501	000180	ULSD	2,400	36.70	80.7			
	060551	LUBADD	LUBRICITY	0.600	25.60	80.7			
	060552	REDDYE	Red Dye	0.204	23.10	80.7			
	060553	TEXLED	GREEN PLUS A	0.131	31.50	80.7			
01		103465	S15 MV TX LE NO 2 DSL DYE	2,300	36.70	81.1	6B	0.0	2,277
	060401	000180	ULSD	2,300	36.70	81.1			
	060451	LUBADD	LUBRICITY	0.576	25.60	81.1			
	060452	REDDYE	Red Dye	0.197	23.10	81.1			
	060453	TEXLED	GREEN PLUS A	0.125	31.50	81.1			
04		103465	S15 MV TX LE NO 2 DSL DYE	700	36.70	83.4	6B	0.0	692
	060501	000180	ULSD	700	36.70	83.4			
	060551	LUBADD	LUBRICITY	0.176	25.60	83.4			
	060552	REDDYE	Red Dye	0.060	23.10	83.4			
	060553	TEXLED	GREEN PLUS A	0.038	31.50	83.4			
02		103465	S15 MV TX LE NO 2 DSL DYE	1,000	36.70	83.3	6B	0.0	989
	060401	000180	ULSD	1,000	36.70	83.3			
	060451	LUBADD	LUBRICITY	0.251	25.60	83.3			
	060452	REDDYE	Red Dye	0.085	23.10	83.3			
	060453	TEXLED	GREEN PLUS A	0.056	31.50	83.3			
03		103465	S15 MV TX LE NO 2 DSL DYE	1,100	36.70	82.4	6B	0.0	1,088
	060501	000180	ULSD	1,100	36.70	82.4			
	060551	LUBADD	LUBRICITY	0.275	25.60	82.4			
	060552	REDDYE	Red Dye	0.095	23.10	82.4			
	060553	TEXLED	GREEN PLUS A	0.059	31.50	82.4			

PRODUCT BREAKOUT	GROSS GALS	NET GALS
Diesel Totals:	7,500	7,423

Grand Totals:	7,500	7,423
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Trans. Ref. #:

PRODUCT MESSAGES:

(103465): #2 ULSD, 15 PPM SULFUR (MAXIMUM) DYED DIESEL FUEL. NON TAXABLE USE ONLY, PENALTY FOR TAXABLE USE. THIS PRODUCT IS TEXAS LOW EMISSION DIESEL AND MAY BE USED FOR DIESEL ENGINES IN ANY TEXAS COUNTY REQUIRING THE USE OF LOW EMISSION DIESEL FUEL. TEXAS REGISTRATION #P21

REGULATORY STATEMENTS:

- * THE SHIPPER CERTIFIES THAT THE GOODS COVERED BY THIS MANIFEST WERE PRODUCED IN COMPLIANCE WITH ALL REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT, AS AMENDED.
- * THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION. (Reference 49 CFR 172.204 (b) Exceptions (1) & (2).
- * THE CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A PROPER CONTAINER FOR THE TRANSPORTATION OF THIS COMMODITY AS DESCRIBED BY THE SHIPPER.
- * THE DRIVER BY SIGNING THIS TICKET HEREBY CERTIFIES THAT TRANSPORT WAS LOADED AS SPECIFIED.

DRIVER NAME: Petty, Robert

DRIVER NUMBER: xxx2627

DRIVER SIGNATURE:

LOADING DATE: 07/20/21 LOADING TIME: 08:48

SAFETY DATA SHEETS AVAILABLE ON REQUEST:

The proper placard markings for your shipment are available from the Valero Dispatcher immediately upon your request.

2. Compliance with all state, FEMA and FTA Rules and Regulations

- As emergency service deliveries are critical, describe respondent's compliance with FEMA and FTA Rules and Regulations.

Fikes Wholesale Inc. will deliver bulk fuel in the quantities requested pursuant to the specifications contained in the proposal and will meet all regulations established by the Federal Emergency Management Agency(FEMA) and the Federal Transportation Authority (FTA) . In addition, we shall be in strict compliance of all Environmental Protection Agency (EPA), Texas State Commission on Environmental Quality (TCEQ), Federal Highway Administration (FHWA), and Federal Transit Authority (FTA), rules, statues, specifications, codes, and guidelines as applicable.

We will stay knowledgeable and current with all FEMA/TTA and other agencies' guidelines and regulations and we will be responsible for advising the County from the commencement to the completion to ensure maximum financial recovery for the County in the event of a declared emergency involving the delivery of fuel.

As information, Group Petroleum services operates under the Department of Transportation and regulations and adheres to all FMCSA guidelines as well as the TSA. In the past when emergencies occur, GPS continues to operate under said guidelines except in the cases of Federal waivers granted for weight and/or hours of service. GPS maintains safe operations in any business condition. If evacuations, etc. are mandated by state or federal government GPS will comply and evacuate.

- Allocation and Emergency Response: Provide a detailed response addressing allocations. Also , provide a strategy of how your firm will respond to Fort Bend County in the event of an emergency or catastrophe.

Our strategy for uninterrupted supply is simple. Our Supply Department aligns with quality refiners/suppliers for routine delivery and maintains relationships with various other suppliers in the event of a shortage or other supply disruption. We have a robust logistics team supported by software to distribute fuel efficiently to our many customers. In addition, we offer fuel management services either through electronic tank monitors you may own, or we can provide tank monitors (at no charge) to monitor fuel and deliver when needed. This service allows your management teams to focus on other important projects they may have. Fikes is unique in that we own and operate a Terminal in Waco, Texas. Having multiple sources of fuel is important when supply issues arise as we have seen in the instances of Hurricanes and Ice Storms.

We would deliver fuel to the best of our abilities and keep consistent communication to understand your fuel needs. Contracted customers are given priority for fuel replenishment needs during emergency situations. During Hurricane Harvey Fikes utilized multiple terminals such as Beaumont/Port Arthur and our Terminal in Waco to fulfill our Houston based customers fuel needs. Our team is committed to providing fuel during times of emergency working extra hours to provide relief. In the event of an emergency Fikes Company is prepared and committed to our customers.

3. Pricing

- Provide detailed pricing as requested above. The contractor must include any and all assessed fees, charges, transportation/delivery costs and any applicable taxes in the fixed price differential. This will result in different or tiered fixed price differentials.

Fikes Wholesale Inc. will be using OPIS Contract Rack Average Pricing for Houston for the date of delivery for pricing. The constant markup includes all assessed fees, charges, transportation and delivery costs and all applicable taxes.

The pricing sheet for the proposal includes the pricing differential that includes all freight and taxes. For this pricing proposal we have used OPIS Contract Rack Average Pricing for Houston for 08/13/2021. We have included a copy of the respective pages from the OPIS pricing for that day for all three products.

Invoice Terms are Net 30. We accept checks, ACH & EFT as forms of payment.

Please see next page for pricing worksheet for this proposal.

In addition, we have included copies of invoice and reports that we have provided for other customers for your review.

Pricing Sheet for Bid - Fort Bend County 2021-2022

Fuel Type	Unit	+	OPIS Contract Avg	Fixed Markup	=	X	Estimated	=	Extended
			Houston 08/13/2021	+/- Fee(constant)			Quantity		Price
Unleaded Gasoline									
	Gal	+	2.1891	\$ (0.0010)	=	X	852,000	=	\$ 1,864,261.20
Taxes	Unit		Cost					=	Taxes
Federal Excise Gas Tax	Gal			\$ -		X	852,000	=	\$ -
Federal Gas Lust Tax	Gal			\$ 0.001		X	852,000	=	\$ 852.00
Oil Spill Tax	Gal			\$ 0.00191		X	852,000	=	\$ 1,627.32
Texas Gas Motor Fuel Tax	Gal			\$ 0.2000		X	852,000	=	\$ 170,400.00
TX Delivery Fee	Gal			\$ 0.0009		X	852,000	=	\$ 766.80
TOTAL			2.1891	\$ 0.2028			852,000		\$ 2,037,907.32
Ultra-Low Sulfur Diesel (TX LED)									
	Gal	+	2.1595	\$ 0.0174	=	X	660,000	=	\$ 1,436,754.00
Taxes	Unit		Cost					=	Taxes
Federal Excise DSL Tax	Gal			\$ -			660,000	=	\$ -
Federal DSL Lust Tax	Gal			\$ 0.001			660,000	=	\$ 660.00
Oil Spill Tax	Gal			\$ 0.00214			660,000	=	\$ 1,412.40
TX Clear DSL Motor Fuel Tax	Gal			\$ 0.2000			660,000	=	\$ 132,000.00
TX Delivery Fee	Gal			\$ 0.0009			660,000	=	\$ 594.00
TOTAL			2.1595	\$ 0.2214			660,000		\$ 1,571,420.40
Ultra-Low Sulfur Dyed Diesel (TX LED)									
	Gal	+	2.1279	\$ 0.0627	=	X	80,400	=	176,124.24
Taxes	Unit		Cost					=	Taxes
Federal Excise DSL Tax	Gal			\$ -			80,400	=	\$ -
Federal DSL Lust Tax	Gal			\$ 0.001			80,400	=	\$ 80.40
Oil Spill Tax	Gal			\$ 0.00214			80,400	=	\$ 172.06
TX Clear DSL Motor Fuel Tax	Gal			\$ -			80,400	=	\$ -
TX Delivery Fee	Gal			\$ 0.0009			80,400	=	\$ 72.36
TOTAL			2.1279	\$ 0.0667			80,400		\$ 176,449.06

OVERALL TOTAL									\$ 3,785,776.78
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HOUSTON, TX

2021-08-13 10:00:14 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS RFG ETHANOL(10%) PRICES

								Move		
	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time	
HTP Enrgy	u N-10	209.25	- 3.72	-- --	-- --	-- --	-- --	08/12	18:00	
Marathon	u N-10	210.15	- 2.55	223.48	- 2.55	245.15	- 2.55	08/12	18:00	
Petrocom	u Net	211.21	- 2.37	226.28	- 2.38	248.89	- 2.37	08/12	18:00	
XOM	u Net	211.83	- 2.92	247.73	- 2.92	258.33	- 2.92	08/12	19:00	
Valero	u N-10	211.95	- 2.28	232.45	- 2.28	262.95	- 2.28	08/12	18:00	
S.R.& M.	u 1-10	215.15	- 2.35	232.15	- 2.35	246.15	- 2.35	08/12	18:00	
Motiva	u N-10	217.55	- 3.25	232.55	- 3.25	264.05	- 3.25	08/12	18:00	
Citgo	b 1-10	217.74	- 3.32	231.88	- 3.32	264.20	- 3.33	08/12	18:00	
PSX	u N-10	220.28	- 2.25	234.28	- 2.25	264.28	- 2.25	08/12	18:00	
PWI-Gulf	b N-10	223.15	- 2.10	240.05	- 2.10	279.15	- 2.10	08/13	00:01	
76-Mot	b 125-3	223.70	- 1.87	238.38	- 1.87	275.59	- 1.88	08/12	18:00	
XOM	b 125-3	223.78	- 2.90	239.45	- 2.91	275.93	- 2.91	08/12	19:00	
Valero	b 1-10	223.89	- 1.87	240.16	- 1.87	276.94	- 1.93	08/12	18:00	
PSX	b 1-10	223.93	- 2.25	239.93	- 2.25	273.93	- 2.25	08/12	18:00	
Sunoco	b 125-3	223.93	- 2.63	238.93	- 2.63	276.63	- 2.60	08/12	18:00	
Shell-Mot	b 125-3	224.13	- 2.38	244.38	- 2.38	280.33	- 2.38	08/12	18:00	
Chevron	b 1t45c	224.40	- 2.10	241.30	- 2.10	280.40	- 2.10	08/12	18:00	
Texaco	b 1t45c	224.40	- 2.10	241.30	- 2.10	280.40	- 2.10	08/12	18:00	
LOW RACK		209.25		223.48		245.15				
HIGH RACK		224.40		247.73		280.40				
RACK AVG		218.91		236.75		267.84				
OPIS GULF COAST DELIVERED SPOT (SRI)										
FOB HOUSTON		226.86		233.21		242.75				
BRD LOW RACK		217.74		231.88		264.20				
BRD HIGH RACK		224.40		244.38		280.40				
BRD RACK AVG		223.31		239.58		276.35				
UBD LOW RACK		209.25		223.48		245.15				
UBD HIGH RACK		220.28		247.73		264.28				
UBD RACK AVG		213.42		232.70		255.69				
CONT AVG-08/13		218.91		236.75		267.84				
CONT LOW-08/13		209.25		223.48		245.15				
CONT HIGH-08/13		224.40		247.73		280.40				

HOUSTON, TX

2021-08-13 10:00:14 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR LED DISTILLATE PRICES

								Move		
	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time	
Marathon	u N-10	207.50	- .20	-- --	-- --	-- --	-- --	08/12	18:00	
Motiva	u N-10	207.90	- .15	-- --	-- --	-- --	-- --	08/12	18:00	
Enterpris	u N-10	208.21	- .33	-- --	-- --	-- --	-- --	08/12	18:00	
Northvllle	u N-10	209.00	- 1.00	-- --	-- --	-- --	-- --	08/05	18:00	
Vector	u Net	209.09	- .61	-- --	-- --	-- --	-- --	08/12	18:00	
XOM	u Net	209.37	- .38	-- --	-- --	-- --	-- --	08/12	19:00	
Petrocom	u Net	209.61	- .33	-- --	-- --	-- --	-- --	08/12	18:00	
Valero	u N-10	209.65	- .34	-- --	-- --	-- --	-- --	08/12	18:00	
S.R.& M.	u 1-10	213.37	- .33	-- --	-- --	-- --	-- --	08/12	18:00	
XOM	b 125-3	217.33	- .38	-- --	-- --	-- --	-- --	08/12	19:00	
PWI-Gulf	b N-10	218.75	- .30	-- --	-- --	-- --	-- --	08/13	00:01	
Motiva	b 125-3	218.89	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
76-Mot	b 125-3	219.04	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
Shell-Mot	b 125-3	219.09	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
Chevron	b 1t45c	220.00	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
Texaco	b 1t45c	220.00	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
Valero	b 1-10	220.14	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
Sunoco	b 125-3	220.18	- .43	-- --	-- --	-- --	-- --	08/12	18:00	
PSX	u N-10	222.13	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
Citgo	b 1-10	223.81	- .33	-- --	-- --	-- --	-- --	08/12	18:00	
PSX	b 1-10	224.86	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
LOW RACK		207.50		-- --		-- --				
HIGH RACK		224.86		-- --		-- --				
RACK AVG		215.95		-- --		-- --				
OPIS GULF COAST DELIVERED SPOT (SRI)										
FOB HOUSTON		207.68		-- --		-- --				
BRD LOW RACK		217.33		-- --		-- --				
BRD HIGH RACK		224.86		-- --		-- --				
BRD RACK AVG		220.19		-- --		-- --				
UBD LOW RACK		207.50		-- --		-- --				
UBD HIGH RACK		222.13		-- --		-- --				
UBD RACK AVG		210.76		-- --		-- --				
CONT AVG-08/13		215.95		-- --		-- --				
CONT LOW-08/13		207.50		-- --		-- --				
CONT HTGH-08/13		224.86		-- --		-- --				

HOUSTON, TX

2021-08-13 10:00:14 EDT

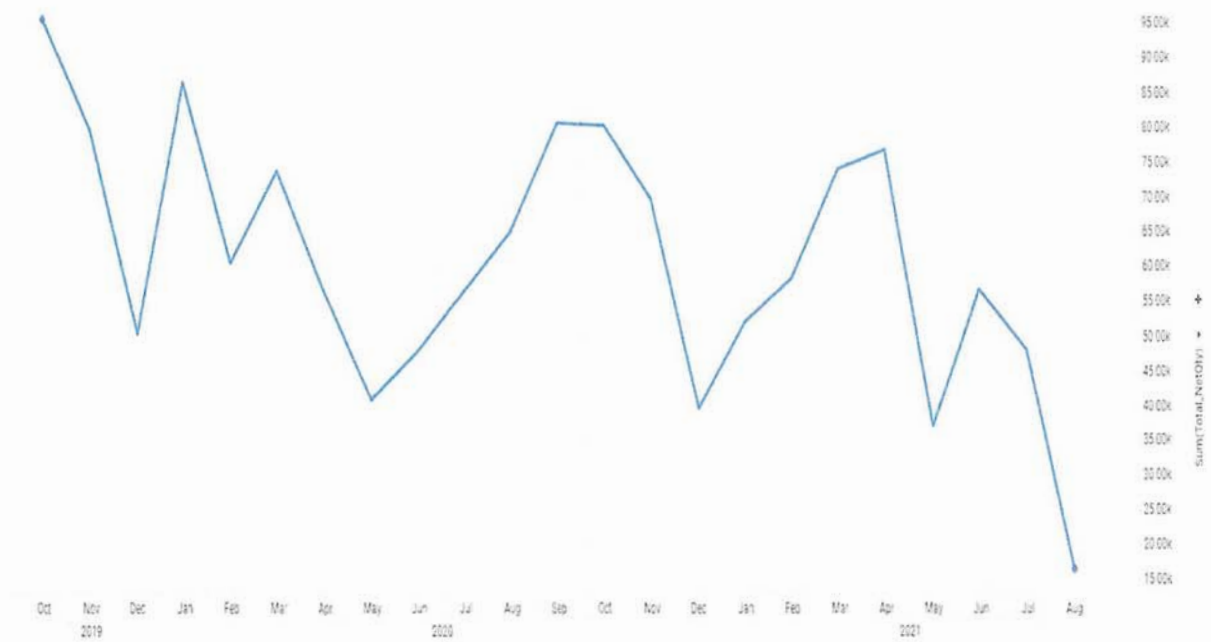
OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE LED DISTILLATE PRICES

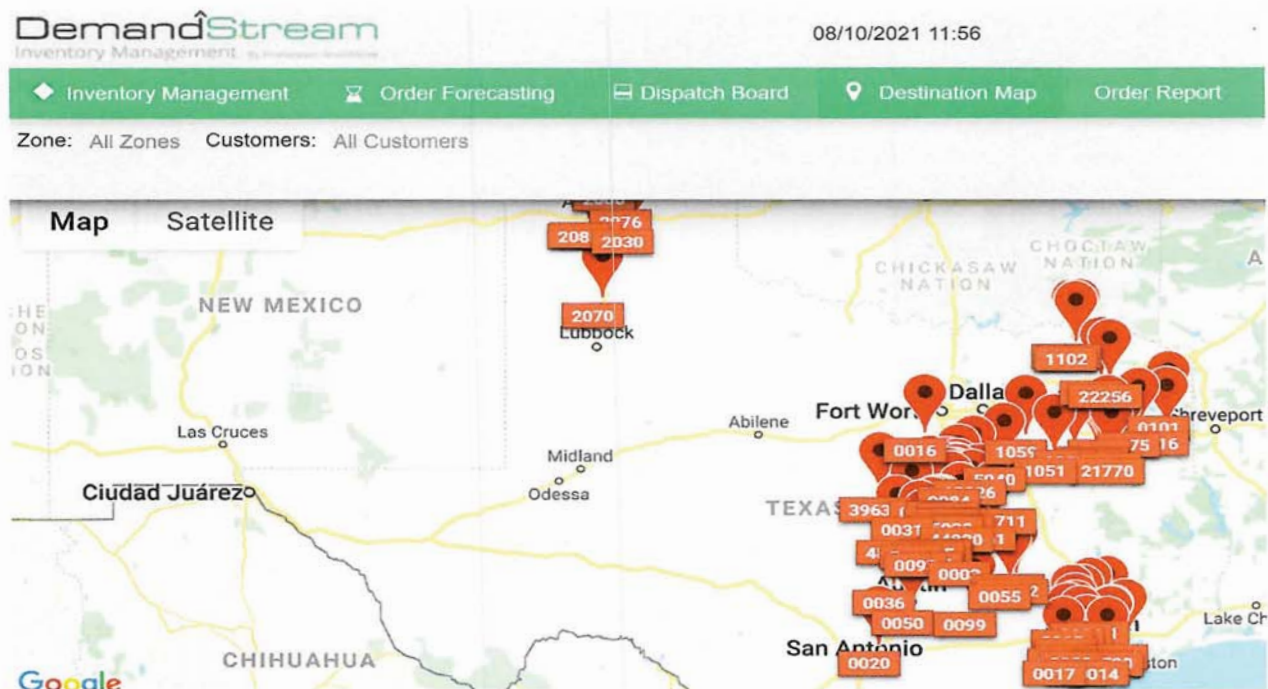
		No.2		No.1		Pre		Move			
	Terms	RD	Move	RD	Move	RD	Move	RD	Move	Date	Time
Marathon	u N-10	207.95	- .20	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
Motiva	u N-10	208.40	- .15	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
Enterpris	u N-10	208.71	- .33	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
Northvll	u N-10	209.350	- 1.00	-- --	-- --	-- --	-- --	-- --	-- --	08/05	18:00
Vector	u Net	209.54	- .61	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
XOM	u Net	209.87	- .38	-- --	-- --	-- --	-- --	-- --	-- --	08/12	19:00
Petrocom	u Net	210.11	- .33	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
Valero	u N-10	210.15	- .34	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
S.R.& M.	u 1-10	213.87	- .33	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
Motiva	b 125-3	219.39	- .31	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
Shell-Mot	b 125-3	219.59	- .31	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
PSX	u N-10	223.13	- .30	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
LOW RACK		207.95		-- --		-- --		-- --			
HIGH RACK		223.13		-- --		-- --		-- --			
RACK AVG		212.79		-- --		-- --		-- --			
OPIS GULF COAST DELIVERED SPOT (SRI)											
FOB HOUSTON		208.03		-- --		-- --		-- --			
BRD LOW RACK		219.39		-- --		-- --		-- --			
BRD HIGH RACK		219.59		-- --		-- --		-- --			
BRD RACK AVG		219.49		-- --		-- --		-- --			
UBD LOW RACK		207.95		-- --		-- --		-- --			
UBD HIGH RACK		223.13		-- --		-- --		-- --			
UBD RACK AVG		211.30		-- --		-- --		-- --			
CONT AVG-08/13		212.79		-- --		-- --		-- --			
CONT LOW-08/13		207.95		-- --		-- --		-- --			
CONT HIGH-08/13		223.13		-- --		-- --		-- --			

EXAMPLES OF GRAPHS & REPORTS

Example of Line Graph for Fuel Volume used for Forecasting Supply –



Destination Map Texas



Account History

Fikes Wholesale, Inc.

Activity from 09/01/2020 12:00:00 AM to 09/30/2020 11:59:59 PM

Transaction Date	Invoice No	Transaction Description	Doc No	Transaction Amount
Customer: 41100				
Beginning Balance as of 9/1/2020				
				\$99,131.41
09/02/2020	D259398	Invoice		\$11,228.03
09/08/2020		Wire Receipt	3043446	(\$1,395.14)
09/08/2020		Wire Receipt	3043451	(\$1,395.14)
09/08/2020		Wire Receipt	3043463	(\$11,902.76)
09/04/2020	25012	Invoice		\$3,794.55
09/04/2020	D259839	Invoice		\$13,103.02
09/08/2020	D261225	Invoice		\$10,703.41
09/10/2020		Wire Receipt	3049451	(\$11,724.07)
09/04/2020	25034	Invoice		\$953.19
09/16/2020	D261942	Invoice		\$11,409.00
09/16/2020	D263073	Invoice		\$10,234.85
09/16/2020	D263607	Invoice		\$10,314.13
09/18/2020		Wire Receipt	3069912	(\$12,719.57)
09/21/2020		Wire Receipt	3069932	(\$11,341.50)
09/21/2020		Wire Receipt	3069941	(\$12,882.60)
09/18/2020	D264638	Invoice		\$12,857.25
09/24/2020		Wire Receipt	3080260	(\$11,117.12)
09/23/2020	D265910	Invoice		\$10,194.32
09/14/2020	25150	Invoice		\$699.93
09/28/2020		Wire Receipt	3086398	(\$12,570.77)
09/28/2020	D267408	Invoice		\$11,610.76
09/30/2020	D268005	Invoice		\$10,403.61
Cumulative Month Balance For September 2020				\$30,457.38
Ending Account Balance as of 9/30/2020				\$129,588.79

Monthly Sales Summary Brief Report

1. Company : 01, Fikes Wholesale, Inc.
 2. Primary Sort : December
 3. Secondary Sort : Customer Name, Account/ShipTo
 4. Account Number(s) :
 5. Zone(s) : All
 6. Display of Sales ,Quantity or Gross Profit : Qty
 7. Sales Alias(s) : AVIATION GASOLINE, BIO PRODUCT, BIO
 8. Customer Type(s) : DEALER, COMMERCIAL, ISD...

9. Sales Person(s) : All
 10. Source(s) : All
 11. Product Group(s) : All
 12. Page Break : No
 13. Invoice Start Date : 07/01/2021
 14. Invoice End Date : 07/31/2021
 15. Print ShipTo : Yes

Account #	SalesPerson	CustomerName	Year	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sept		Oct		Nov		Dec		Total			
				GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS		
Company: 01, Fikes Wholesale, Inc.																															
Customer Name :																															
Account/ShipTo : 41100/41101																															
41100	James [JD] D.		2021	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
41100	Bralley		2020	0	0	0	0	0	0	0	0	0	0	0	0	500	0	0	0	0	0	0	0	0	0	0	0	0	500	0	
Account/ShipTo : 41100/41102																															
41100	James [JD] D.		2021	0	0	0	0	0	0	0	0	0	0	0	0	47,453	0	0	0	0	0	0	0	0	0	0	0	0	47,453	0	
41100	Bralley		2020	0	0	0	0	0	0	0	0	0	0	0	0	55,808	0	0	0	0	0	0	0	0	0	0	0	0	55,808	0	
Account/ShipTo : 41100/41103																															
41100	James [JD] D.		2021	0	0	0	0	0	0	0	0	0	0	0	0	800	0	0	0	0	0	0	0	0	0	0	0	0	800	0	
41100	Bralley		2020	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
41100	James [JD] D.		2021	0	0	0	0	0	0	0	0	0	0	0	0	48,253	0	0	0	0	0	0	0	0	0	0	0	0	48,253	0	
41100	Bralley		2020	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Report Total																															
			2021	0	0	0	0	0	0	0	0	0	0	0	0	48,253	0	0	0	0	0	0	0	0	0	0	0	0	48,253	0	
			2020	0	0	0	0	0	0	0	0	0	0	0	0	56,308	0	0	0	0	0	0	0	0	0	0	0	0	56,308	0	



Invoice

Page 1 of 1

Fikes Wholesale, Inc.
PO BOX 1287

TEMPLE, TX 76503 USA
Phone: (254)791-0009
(254)771-1687 (fax)

Remit To: PO BOX 1287 TEMPLE, TX 76503

Account Number: 9999
Invoice Number: 9950
Invoice Date: 07/04/2021 02:10:00 PM
Delivery Date: 07/04/2021 02:10:00 PM

Amount Due: \$15,803.71
Due Date: 08/03/2021

Shipping Address:

HM	DOT- Name, Class, ID, Group	Product	Product Description	Delivered Quantity	Unit Price	Extended Price
	Carrier: GROUP PETROLEUM SERVICES		Vehicle: none		Salesperson: none	
	Order Number: 9950		Purchase Order Number: none		BOL Number: TEST2	
	4-DSLED		ULSD2 LED	7,400.0000	\$1.93390	\$14,310.86
					Tax:	\$1,492.85
					Total This Item:	\$15,803.71
					NET 30 Terms:	\$0.00
						\$0.00

Invoice Taxes	Certificate Number	Amount Due	Exempt
FEDERAL EXCISE TAX - DIESEL		\$0.00	Yes
FEDERAL OIL SPILL - DSL		\$0.00	No
FEDERAL LUST		\$7.40	No
TX STATE EXCISE TAX - DIESEL		\$1,480.00	No
TX STATE PETRO DEL FEE		\$5.45	No

No terms discount available for this invoice.

Products Total:	\$14,310.86
Shipping / Freight Total:	\$0.00
Header Freight Surcharge:	\$0.00
Tax Total:	\$1,492.85
Invoice Total:	\$15,803.71
Discount Total:	\$0.00
Net Invoice Total:	\$15,803.71
Total Due:	\$15,803.71



Invoice

Page 1 of 1

Fikes Wholesale, Inc.
PO BOX 1287

TEMPLE, TX 76503 USA
Phone: (254)791-0009
(254)771-1687 (fax)

Remit To: PO BOX 1287 TEMPLE, TX 76503

Account Number: 9999
Invoice Number: 9949
Invoice Date: 07/04/2021 01:38:00 PM
Delivery Date: 07/04/2021 01:38:00 PM

Amount Due: \$18,040.07
Due Date: 08/03/2021

Shipping Address:

HM	DOT- Name, Class, ID, Group	Product	Product Description	Delivered Quantity	Unit Price	Extended Price
	Carrier: GROUP PETROLEUM SERVICES		Vehicle: none		Salesperson: none	
	Order Number: 9949		Purchase Order Number: none		BOL Number: TEST1	
	1-RUL/GALLON		REGULAR UNLEAD E10	8,400.0000	\$1.94580	\$16,344.72
					Tax:	\$1,695.35
					Total This Item:	\$18,040.07
					NET 30 Terms:	\$0.00
						\$0.00

Invoice Taxes	Certificate Number	Amount Due	Exempt
FEDERAL EXCISE TAX - GAS		\$0.00	Yes
FEDERAL OIL SPILL - GAS (E10)		\$0.00	No
FEDERAL LUST		\$8.40	No
TX STATE EXCISE TAX - GAS		\$1,680.00	No
TX STATE PETRO DEL FEE		\$6.95	No

No terms discount available for this invoice.

Products Total:	\$16,344.72
Shipping / Freight Total:	\$0.00
Header Freight Surcharge:	\$0.00
Tax Total:	\$1,695.35
Invoice Total:	\$18,040.07
Discount Total:	\$0.00
Net Invoice Total:	\$18,040.07
Total Due:	\$18,040.07

1. Company : 01, Fikes Wholesale, Inc.
 2. Primary Sort : December
 3. Secondary Sort : Customer Name, Account/ShipTo
 4. Account Number(s) :
 5. Zone(s) : All
 6. Display of Sales ,Quantity or Gross Profit : Qty
 7. Sales Alias(s) : AVIATION GASOLINE, BIO PRODUCT, BIO
 PRODUCT/GALLON...
 8. Customer Type(s) : DEALER, COMMERCIAL, ISD...

9. Sales Person(s) : All
 10. Source(s) : All
 11. Product Group(s) : All
 12. Page Break : No
 13. Invoice Start Date : 01/01/2021
 14. Invoice End Date : 07/31/2021
 15. Print ShipTo : Yes

Account #	SalesPerson	CustomerName	Year	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sept		Oct		Nov		Dec		Total	
				GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS	GAL	LBS
Company: 01, Fikes Wholesale, Inc.																													
Customer Name :																													
Account/ShipTo : 41100/41101																													
41100	James [JD] D. Bralley		2021	1,500	0	500	0	1,900	0	3,359	0	1,319	0	1,300	0	0	0	0	0	0	0	0	0	0	0	0	0	9,878	0
41100	James [JD] D. Bralley		2020	0	0	1,900	0	3,300	0	0	0	500	0	0	0	500	0	0	0	0	0	0	0	0	0	0	0	6,200	0
Account/ShipTo : 41100/41102																													
41100	James [JD] D. Bralley		2021	48,631	0	57,057	0	71,859	0	72,836	0	35,754	0	55,480	0	47,453	0	0	0	0	0	0	0	0	0	0	0	389,070	0
41100	James [JD] D. Bralley		2020	85,533	0	58,711	0	70,427	0	55,935	0	38,842	0	47,016	0	55,808	0	0	0	0	0	0	0	0	0	0	0	412,272	0
Account/ShipTo : 41100/41103																													
41100	James [JD] D. Bralley		2021	0	0	700	0	0	0	700	0	0	0	0	0	800	0	0	0	0	0	0	0	0	0	0	0	2,200	0
41100	James [JD] D. Bralley		2020	850	0	0	0	0	0	500	0	0	0	850	0	0	0	0	0	0	0	0	0	0	0	0	0	2,200	0
Account/ShipTo : 41100/41106																													
41100	James [JD] D. Bralley		2021	0	0	0	0	300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	300	0
41100	James [JD] D. Bralley		2020	0	0	0	0	0	0	0	0	1,550	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,550	0
Account/ShipTo : 41100/41108																													
41100	James [JD] D. Bralley		2021	1,842	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,842	0
41100	James [JD] D. Bralley		2020	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Report Total																													
			2021	51,973	0	58,257	0	74,059	0	78,895	0	37,073	0	56,780	0	48,253	0	0	0	0	0	0	0	0	0	0	0	403,290	0
			2020	88,383	0	60,611	0	73,727	0	56,435	0	40,892	0	47,866	0	56,308	0	0	0	0	0	0	0	0	0	0	0	422,222	0

Statement Summary

Page 1 of 1



Fikes Wholesale, Inc.
PO BOX 1287
TEMPLE, TX 76503 USA
(254) 791-0009
(254) 771-1687 (fax)

Statement Date

08/06/2021

Account Number

[REDACTED]

Statement Total

\$116,632.81

Amount Due

\$19,086.55

Amount Enclosed

[REDACTED]

Transaction Date	Due Date	Transaction Number	Receipt Doc Number	Transaction Type	Transaction Total	Amount Remaining
12576						
07/07/2021	08/06/2021	D349989		Invoice	\$19,086.55	\$19,086.55
07/13/2021	08/12/2021	D351098		Invoice	\$19,549.38	\$19,549.38
07/14/2021	08/13/2021	38891RB		Invoice	\$495.00	\$495.00
07/16/2021	08/15/2021	38959		Invoice	\$495.00	\$495.00
07/21/2021	08/20/2021	D354031		Invoice	\$18,130.46	\$18,130.46
07/30/2021	08/29/2021	39255		Invoice	\$495.00	\$495.00
08/02/2021	09/01/2021	D356290		Invoice	\$19,281.73	\$19,281.73
08/02/2021	09/01/2021	D357296		Invoice	\$19,620.79	\$19,620.79
12578						
07/22/2021	08/21/2021	D351927RB		Invoice	\$19,478.90	\$19,478.90

Current	10 Days	20 Days	30 Days	30+ Days	Total
\$97,546.26	\$19,086.55	\$0.00	\$0.00	\$0.00	\$116,632.81

PAY THIS AMOUNT
\$19,086.55

4. Firm Experience /Qualifications, and the Ability to Perform

- Provide documentation indicating at least five (5) years' experience providing similar types of service and activities. Reference checks should reveal limited administrative or operational concerns. Demonstrate response to allocations and emergencies including all FEMA and FTA rules and regulations.

Please see below the experience and history relevant to the Fort Bend County's needs for fuel delivery to the county. We have a description of the direct experience on five projects of similar size, scope and complexity that have been completed in the last five (5) years. We have provided the name, address, email address and telephone number of persons who may be contacted as reference.

Texas A & M University Transportation – Project Manager Tina Purvis

Contact: Sharon Harris, 400 Bizzell Street, College Station, Texas 77843 (979) 862-8662

October 01,2019- September 30,2022 – with one additional extension

The implementation took place over six weeks from their former supplier and delivering fuel. We worked with TAMU to get all the information need to transition the account. We scheduled a transition meeting to introduce the various members of our team and to also familiarize ourselves with each of their team members to find out their unique needs and issues that they may have had with their previous supplier. Then our account manager along with a member of the transportation team would visit their facility to determine equipment needs, delivery notes for drivers, and routes so initial deliveries would be completed as planned. Our team then made sure that their first delivery went as smooth as possible. We worked with TAMU and our accounting team to make sure that the invoicing was correct so that we could make the transition as painless as possible. We worked with the transportation department and our fuel replenishment team to install monitors for their unleaded and diesel fuel so that fuel deliveries would be made when it was needed and prevent them from running out of fuel. This allowed Sharon and her team to no longer have to look at tank levels and put in fuel orders. The transition went very smoothly. During the ice storm in February 2021 as soon as road conditions allowed, we provided fuel and if we could not fill them up completely we split loads with other municipalities in the area so that everyone could continue to do business as usual and we did not let the run out of fuel. As a customer since October 2019, TAMU can call their account manager, James Bralley or any other team member, for any issues or concerns that will be handled as priority and resolved as soon as possible.

Performance Food Group – Project Manager – Tina Purvis

Contact; Bruce Leonhardt, 4141 Lucius McCelvey Drive, Temple, Texas 76504

June 1, 2020-July 31. 2022 - Annual Bid

PFG utilizes an online live bid auction. After they choose the lowest bidder they utilize an outside firm, called Soklis Group, to assist in the transition. We worked with both the Performance Food Group team and Soklis Group to get their account transitioned to Fikes when we won their bid for use of Diesel and Dyed Diesel. We worked with Bruce Leonhardt at their facility since they already had fuel monitors to send the monitoring reports to our fuel replenishment team. This allowed Fikes to monitor their fuel in-house and prevent them from running out of fuel. We also had to address an issue with their invoicing – historically when we have an all-in markup that includes freight, we do not break out the freight as a separate line on the invoice. Performance Food Group wanted the freight broken out on their invoices. Our team worked with our accounting team to set up a completely new invoice format to accommodate the freight being listed on the invoice even though it was not a part of the original bid requirements. We do not typically send out quotes for OPIS pricing customers as we do not receive OPIS pricing until the next day. However, PFG wanted the quotes to work off an estimated price and so we were able to assist them with this need. Once they were setup as a new account and all initial issues were worked through everything ran smoothly. We just recently rebid on their annual fuel bid and won. During the ice storm in February 2021 as soon as road conditions allowed, we provided fuel and if we could not fill them up completely, we split loads with other customers in the area so that everyone could continue to do business as usual and we did not let them run out of fuel. As with any of our customers, our goal is to make them priority and encourage them to contact their Account Manager, James Bralley or any team member, with any issues or concerns so that we can handle them in an expedited manner.

Dean Dairy Oak Farms – Project Manager – Tina Purvis

Contact: Keith Henderson 1815 Rutland Drive, Austin, Texas 78758

3417 Leeland Street, Houston, Texas 77003

November 11, 2020-August 31. 2021- Annual Bid

Our team bid on this customer last fall and won the annual bid for the Austin & Houston locations. This customer also utilizes the Soklis Group as part of their bid transition and to monitor their fuel purchases. This transition went very smoothly, and they were up and running very quickly. Shortly after implementation, along with our fuel replenishment team, we installed fuel monitors so that Fikes Wholesale could monitor their diesel and dyed diesel fuel. We have had very little issues with this account. Their account manager has personally traveled to the Austin location to try and troubleshoot a monitor issue and expedited its replacement. They are just shy of being our customer for one year and we are in the midst of their annual bid process. We value their business and strive to assist them in any way we can.

City of Waco Transit – Project Manager – Tina Purvis

Contact: Toya Nipper, 301 S. 8th Street, Waco, Texas 76701 (254) 750-1980

April 1, 2021 – March 31, 2022 – three one-year extensions

This bid was submitted in February, and we were awarded the bid for the city's diesel and dyed diesel fuel for their transit and fleet departments. This transition took place during an IT technical issue, even with this issue the transition of this account went very smoothly. There was a delay at first in getting their invoices and BOL and delivery ticket information. We notified them of the issue and once it was resolved we were back to our two to three day turnaround of submitting them their invoices. This a very new account however we consider them a very valuable customer and encourage them to contact their Account Manager, James Bralley or any team member, with any issues or concerns so that we can quickly resolve.

- **Firm Experience:** Provide, at minimum, three (3) letters of reference of similar size contracts. References to include contact information (name, phone, email address) size of tanks serviced and frequency of orders. Indicate number of years in business. Indicate the contractor's proven ability to perform effectively and timely at this level of service.

Texas A & M University, 400 Bizzell St, College Station, Texas 77843

An institute of higher education located in Central Texas, and we provide furlfor their transportation , athletic, utility and fire departments.

Contact Name:	Sharon Harris
Title:	Asst. Transportation
Phone Number:	(979) 862-8662
Email:	sdharris@tamu.edu
Customer Since:	2019
Location:	College Station, Texas

- City of Bryan – 300 S. Texas Ave., Bryan, Texas 77803

City Government located in Central Texas. We provide fuel for the city's utility an municipal services.

Contact Name:	Scott Brooks
Title:	Warehouse Supervisor
Phone Number:	(979) 209-5508
Email:	sbrooks@bryantx.gov
Customer Since:	2019
Location:	College Station, Texas

- McLennan County - 501 Washington Ave, Waco, Texas 76701
County Government located in Central Texas. We provide fuel for all four precincts located in McGregor, Lorena, Mart, and West.

Contact Name:	Becky Stephens
Title:	Purchasing Manager
Phone Number:	(254) 757-5016
Email:	sbrooks@bryantx.gov
Customer Since:	2016
Location:	Lorena, Mart, McGregor, Waco, & West

The following three pages are the reference letters from the above-mentioned references.

May 9, 2020

RE: Fikes Wholesale

Letter of Recommendation

As the Fleet Manager at Texas A&M University, I oversee the fuel operation at the university. We provides fuel for all university vehicles and buses. We have three 12,000-gallon underground storage tanks for diesel and unleaded.

In October 2019, Fikes Wholesale became our fuel vendor. During this short time, Fikes has demonstrated excellent service. Fikes is dependable and continues to meet our needs. Everyone we have interacted with from Fikes is professional, courteous and responds quickly.

When we started using Fikes, we placed all our orders by email or phone. Soon after, Fikes suggested remote monitoring of our fuel inventory. This was a new process for us and it took us a while to acclimate to the change because we preferred to keep our tanks at a certain level. Fikes worked closely with us to meet our needs. Since implementing the change, our fuel tanks have stayed full and we have not worried about our tank levels. This was very important during the shelter in place order/ COVID-19 pandemic when we worked from home and could not come to the office to check the fuel levels.

Lastly, I highly recommend Fikes Wholesale as a potential fuel vendor. Feel free to contact me directly with any questions.

Sincerely,

A handwritten signature in dark ink that reads "Martha Clements".

Martha Clements
Transportation Services Manager
Texas A&M University
mclements@tamu.edu
979-847-8859



TO: Wholesale Fuel Customer

Dear fuel customer:

I am Scott Brooks and I oversee fuel operations at the City of Bryan Texas. In September 2019 Fikes was awarded the contract to provide fuel to a local government pool that includes City of Bryan along with Texas A&M University, City of College Station, Brazos County, both local ISD's, TEEX and some others.

The City of Bryan currently owns and operates one 36,000 gallon UST site, one 10,000 gallon above ground site and some "small load" sites. For our two main sites combined we receive at least one to two full transport 8000 gallon loads of combined unleaded and diesel weekly.

For the City of Bryan, Fikes and their transport partner GSP have been outstanding in delivering fuel, service and support as promised in their proposal. Fuel orders have been 100% percent and in the time and exact quantities as requested. They have an excellent user friendly online ordering system, highly capable support staff and are superior in responding when contacted.

They are as good as any vendor I have worked with in my 12 years in this position at City of Bryan

Sincerely,

Scott Brooks
Warehouse Supervisor
City of Bryan TX
sbrooks@bryantx.gov
979-209-5508
fax@ 979-209-5510

McLennan County Purchasing Department

214 North 5th Street Waco, Texas 76701-1302

Ken Bass

Director of Purchasing



June 10, 2020

Re: Reference Letter for Fikes Wholesale

To Whom It May Concern:

McLennan County has been purchasing fuel from Fikes Wholesale since August, 2016. Each year we bid out our fuel, unleaded and diesel, transport and bobtail loads. We award to the vendor that offers us the best price and service. Each year Fikes Wholesale has been awarded part of our fuel contracts. This past year we awarded the entire contract for all fuel to Fikes Wholesale. They service us promptly and take care of our needs. Our user departments are very pleased with the service and products we receive from Fikes Wholesale. We hope to continue to do business with them in the future.

We would highly recommend this company for your fuel needs.

Thank You,
Ken Bass

- Qualifications: The respondent must provide firm qualifications demonstrating the capability, the credentials, the skill set and the capacity to perform and complete the prescribed scope of work detailed in Contractor Services. Indicate the contractor's proposed workload excluding this project.

When we are awarded a contract, we have a project manager and an account manager that work side by side to bring the new customer on board and then once set up the account will have an account manager assigned to them and they are on call 24/7. If for some reason the customer could not reach them, they can contact any other member of the team to resolve the issue at hand.

The project manager who will be assigned to this project is Tina Purvis. She handles all our municipalities, governmental, independent school district bids. She handles all the bid preparation and implementation if bids are awarded. She also worked on the following bids and implementation – City of Waco, City of Pasadena, City of Deer Park, McLennan County, City of Sugar Land, City of Red Oak, Groesbeck ISD, Limestone County, Anderson County and City of Killeen Airport to name a few.

She also was the project manager for our bid for Texas A & M University. In addition to transitioning the multiple accounts for the university itself the following entities all piggybacked on the bid for Texas A & M University: City of Bryan, Bryan ISD, City of College Station, College Station ISD, Brazos County, and BVSWM Inc. The implementation took place over six weeks from their former supplier to delivering fuel. She and the team attended a transition meeting with all entities to make introductions and to become familiar with each entity's needs and any previous issues they may have encountered with their supplier. Then our account manager, along with a member of the transportation team, would visit each facility to determine equipment needs, delivery notes for drivers, and routes for initial deliveries. Once the first deliveries were made, she would work with accounting to make sure that the invoicing was correct in order to make the transition as smooth as possible. Her top priority is making sure that the transition is handled efficiently and smoothly. If she or one of the team members can't answer their question or handle any issues that may arise, they will work within their sales team and any other part of the organization to get the questions answered.

Here is a list of reference for Tina Purvis:

- Patricia Winkler – Texas A & M University
Asst. Director Procurement Services
P.O. Box 30013
College Station, Texas 77812-3013
(979) 845-4556
p-winkler@tamu.edu

- Sharon Harris – Texas A & M University Transportation
400 Bizzell Street
College Station, Texas 77843
(979) 862-8662

- Scott Brooks – City of Bryan
300 S Texas Ave,
Bryan, Texas 77803
(979) 209-5508
sbrooks@bryantx.gov

- Toya Nipper - City of Waco Transit
301 S. 8th Street
Waco, Texas 76701
(254) 750-1980
toyan@wacotx.gov

- Mike Samples – City of Sugarland
111 Gillingham Lane
Sugar Land, Texas 77478
(281) 275-2993
msamples@sugarlandtx.gov

The following key team members would be assigned to the project at such time the bid is awarded to Fikes Wholesale, Inc. during the transition. Backup personnel that would be used in their absence.

Project Team Personnel:

- Tina Purvis – Project Manager – Business Development Coordinator
- James Bralley – Account Manager
- Jay Sowels – Account Manager
- Ed Youngblood – General Manager

In addition to these key members, we have other departments within the company that would assist in the account setup and management going forward such as our Accounting and Group Petroleum Services teams. Each member of their teams is listed below as well for your review.

Fikes Wholesale:

Sales Team- Consists of General Manager Ed Youngblood, Account Manager Jay Sowels, Account Manager James Bralley and Business Development Coordinator Tina Purvis. Our sales team is responsible for customer service issues from beginning to end. While each department will have its own specific tasks and areas of responsibility, the sales team will be responsible for any questions or issues that may arise.

- Ed Youngblood Resume- Ed joined Fikes Wholesale in 2005 after a 20-year career with ExxonMobil in Houston, Texas. At Exxon, Ed held many positions from Credit Analyst to Senior Territory Manager. Ed joined Fikes as a Sales Manager for our Dealer business. In 2008 Ed was promoted to his current position of General Manager, over Wholesale and Commercial Fuel as well as Real Estate. Ed holds double majors B.S. in Finance and Management from Houston Baptist University.
- Jay Sowels Resume- Jay joined Fikes/CEFCO in 2007 as a District Manager overseeing the operations of 12 stores. He had total P/L responsibility as well as overall management of his territory. In 2008 he was promoted to Category Manager responsible for the coolers in our chain. In 2012 he was promoted to Regional Director with responsibility for more than 63 stores and over 600 employees throughout Texas. In 2014 he became the Account Manager for our valued Wholesale customers. He has stewardship in sales of bulk fuel products as well as other performance indicators.
- James Bralley Resume- James has been the Commercial Account Manager for Fikes Wholesale since 2020. James came to Fikes after spending 8 years at McLane Company. James worked as an Area Sales Manager for McLane Company in both the convenience channel and mass markets before being promoted to the Business Development Manager. James held this role from 2018 to 2020 before accepting the position of Commercial Account Manager with Fikes Wholesale Inc. James received his BS in Political Science from Sam Houston State University in 2005.
- Tina Purvis Resume- Tina joined Fikes in 2010 as an accounting specialist. She was responsible for total stewardship of accounting activities for our Fleet Business. In 2012 she was promoted to Business Development Coordinator. This role encompasses many functions including Bid Completion and Implementation for all Municipal, Governmental, and Independent School District bids, Accounting Support, Customer Service, Report creation and analysis, and she is responsible for our Property Lease activities. Tina holds a B.A. with a major in Accounting from Stephen F. Austin State University.
- Accounting- Made up of Chief Accounting Officer Kim Fikes, Assistant Controller Katelyn Hargrove, Account Receivable Specialist Laverne Vansa and Fuel Accounting Specialist Tressie LeBlanc. This team will manage all your accounting needs.

Group Petroleum Services Inc. (GPS): Our transport company will be responsible for safely delivering fuel to the various locations covered under this proposal. GPS consists of General Manager James Butler, the Logistics Operations team consists of two Regional Operations Managers: Don Smith and Al Garcia, and a Fleet Maintenance Director, Ed Garcia. The Downstream Logistics Team consists of a Customer Service Manager, Clark Madsen, two Logistics Supply Managers; Steven Flinn and Joshua Dalton; and four Logistics Specialists; Ken Manyen, Rich Doyle, Varick Butler, and Crystal Gunning.

You can place orders in one of two ways:

- Call 254-774-1932 option 2- this is the dispatch line, and they are there 24/7
- Email or text your order to fuelorders@fikesinc.com

If for some reason you can reach anyone via these two options, please contact your account manager and he will assist in getting the order placed for you. When sending in your order we ask you to remember to include types of fuel needed, amount needed, and account number. Please also include any pertinent information that the delivery driver may need when delivering to your tank. If you have multiple locations, please include the location the delivery is for.

The delivery load sizes are as follows:

1,000 gallons minimum to 8,400 gallons maximum

Note:

- Full load of diesel is 7,300 gallons
- Full load of diesel and gasoline is 8,000 gallons
- Full load of gasoline is 8,400 gallons

If for some reason, there is an issue with the load or delivery you would be contacted, and the fuel would be delivered as soon as possible. Once the delivery paperwork is sent to Fikes accounting the fuel delivery is processed and billed to the customer. If OPIS pricing is used a copy of the OPIS pricing for the delivery date for all products purchased will accompany the invoice, in addition a copy of the Bill of Lading and Delivery Ticket. If you have any questions regarding billing, you can speak with account manager who will work with accounting to resolve the issue.

Regarding Fikes Wholesale workload a project manager is assigned to a new customer to work with them with getting and completed any documents that are required by the customer or Fikes. In addition, they work with the customer to get the account setup and ready to order fuel. The account manager and the project manager follow up on all first loads to make sure that they sent smoothly and to make any corrections that are needed or additional notes that may need to be added to the delivery information. The project manager will look at the invoicing for the customer to make sure that it is setup, and all contact information is correct.

Once the account is running smoothly the account manager will assist the customer with any issues that arise and will take care of them as soon as possible. Our sales team here works together to assist our customers in the event that your account manager is out of the office, a member of our staff will be here to assist you and help you resolve any issue that may arise.

5. Required Forms and Overall Completeness of Submission

- Completed Vendor Information Form
- Proof of Insurance as required herein
- Completed W-9 Form
- Completed Tax Form/Debt/Residence Certification
- Completed Contractor Acknowledgement of Stormwater Management Form
- Attachment A – Certification Regarding Lobbying
- Attachment B - Disclosure of Lobbying Activities
- Attachment C – Certification Regarding Government-Wide Debarment and Suspension
- Attachment D - Fort Bend County Public Transportation Intent to Perform as DBE Contractor/DBE Subcontractor (If Applicable) NOT APPLICABLE for Fikes Wholesale
- Attachment E – Fort Bend County Public Transportation Subcontractor Participation NOT APPLICABLE for Fikes Wholesale
- Attachment F – PTN-130 Form
- Attachment G – Contractor Payment Report (if applicable, submit with each invoice) NOT APPLICABLE for Fikes Wholesale

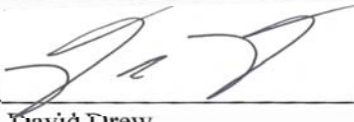


COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Fikes Wholesale Inc.												
Business Name (if different from legal name)													
Federal ID # or S.S. #	74-1857841	DUNS #	026121566										
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		Age in Business? 69 Years										
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____												
Remittance Address	P.O. Box 1287												
City/State/Zip	Temple, Texas 76503												
Physical Address	6261 Central Pointe Parkway												
City/State/Zip	Temple, Texas 76503												
Phone/Fax Number	Phone: (254) 791-0009 Fax: (254) 771-1687												
Contact Person	David Drew												
E-mail	ddrew@fikesinc.com												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<table border="1"> <thead> <tr> <th>Cert Date</th> <th>Exp Date</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
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Company's gross annual receipts	<table border="1"> <tr> <td><\$500,000 _____</td> <td>\$500,000-\$4,999,999 _____</td> </tr> <tr> <td>\$5,000,000-\$16,999,999 _____</td> <td>\$17,000,000-\$22,399,999 <u> X </u></td> </tr> <tr> <td>>\$22,400,000 _____</td> <td></td> </tr> </table>			<\$500,000 _____	\$500,000-\$4,999,999 _____	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 <u> X </u>	>\$22,400,000 _____					
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\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 <u> X </u>												
>\$22,400,000 _____													
NAICs codes (Please enter all that apply)	454310-Fuel Dealers												
Signature of Authorized Representative													
Printed Name	David Drew												
Title	Vice President of Supply, Transportation & Wholesale												
Date	August 16, 2021												

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Fikes Wholesale Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained about 1 stable U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. P. O. Box 1287	Requester's name and address (optional)
6 City, state, and ZIP code Temple, Texas 76503-1287	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
7	4		-	1	8	5	7	8 4 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► July 14, 2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 74-1857841Company Name submitting Bid/Proposal: Fikes Wholesale Inc.Mailing Address: P.O. Box 1287, Temple, Texas 76503

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

N/A

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*N/AProperty address or location**N/A

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Fikes Wholesale Inc. is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[City and State]

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Fikes Wholesale Inc.

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

A handwritten signature in black ink, appearing to read "David Drew", is written over a horizontal line.

Contractor Signature

August 16, 2021

Date

David Drew

Printed Name

Vice President of Supply, Transportation & Wholesale

Title

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**
(Required for contracts over \$100,000.)
V.P.of Supply ,Transportation

I, David Drew, & Wholesale, hereby certify on behalf of
(Name) (Title)
the Fikes Wholesale Inc., that:
(Company Name)

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement, contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL: "Disclosure of Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 49 CFR Part 20.110.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The undersigned understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 49 CFR Part 20.110. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 16th day of August, 20 21

Signed: _____

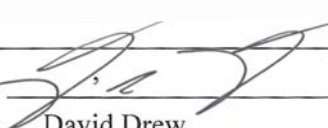
Printed Name: _____

Company Name: _____

David Drew

Fikes Wholesale Inc.

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See following page for public burden disclosure)

1. Type of Federal Action: <u>N/A</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <u>N/A</u> a. bid/offer/application b. initial award c. post-award	3. Report Type: <u>N/A</u> a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: N/A Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: \$ N/A	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> N/A	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: David Drew Title: V.P. of Supply, Transportation & Wholesale Telephone No.: (254) 791-0009 Date: August 16, 2021	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder/Offeror is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Bidder/Offeror is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Fort Bend County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Fort Bend County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DATE August 16, 2021

SIGNATURE 

COMPANY Fikes Wholesale Inc.

NAME David Drew

Vice President of Supply, Transportation &

TITLE Wholesale



**Fort Bend County Public Transportation
INTENT TO PERFORM AS A DBE CONTRACTOR/DBE SUBCONTRACTOR**

NOT APPLICABLE

IFB/RFP/RFQ: _____

1. TO: _____
(Name of Offeror/Prime Contractor)

2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due and asserts that said qualification is met with the ethnic code _____.

Ethnic Code:

- | | | | |
|--------------------------|----------------------------|----------------------|------------------------|
| A) African-American Male | B) African-American Female | C) Asian-Indian Male | D) Asian-Indian Female |
| E) Asian-Pacific Male | F) Asian-Pacific Female | G) Hispanic Male | H) Hispanic Female |
| I) Native American Male | J) Native American Female | K) White Female | L) Other |

3. The undersigned is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):

and at the following price \$ _____ and/or _____ % of the total contract amount (should be the same \$ or % found on Subcontractor Participation Form).

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____ % of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all subcontractors that a DBE subcontractor uses must also be listed on the Subcontractor Participation Form and must be DBE certified.

Name of DBE Firm

Signature of Authorized Representative

Phone Number

Date Signed

Name of Offeror/Prime Contractor

Signature of Authorized Representative

Phone Number

Date Signed



Fort Bend County Public Transportation Subcontractor Participation

NOT APPLICABLE

Instructions: The Offeror shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE or non-DBE, 5) % or \$ amount of Total Contract. All DBE must subcontractors, which are listed below, has to be currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due. Additionally, the subcontractors which are listed on this form as DBEs must complete an Intent to Perform as a DBE Subcontractor agreeing to the information.

Name of Prime Contractor (Offeror): _____

Project Name: _____

IFB/RFP/RFQ Number: _____

1) Name of Subcontractor	2) Address, Phone Number (include name of contact person & email)	3) Description of Work/Services Provided. Where applicable, specify "Supply" or "Install", or both.	4) DBE or non-DBE	5) % or \$ amt of Total Contract

This schedule must be completed as instructed above and include every subcontractor proposed on this project.

The undersigned will enter into a formal agreement with DBE contractors for work listed in this schedule upon execution of a contract with Fort Bend County Public Transportation. The contractor agrees to the terms of this schedule by signing below and submitting the Intent to Perform as completed by the DBE subcontractors. If you are a DBE contractor, you also certify that no more than 70% of the work for this project will be subcontracted.

Signature of Authorized Representative of Offeror

Date Signed



Consolidated Certification Form

Form PTN-130
(Rev. 6/21)
Page 1 of 16

This form is to assist subrecipients with managing the federal and state clauses related to the procurement they're interested in completing. This document complies with all pertinent federal and state regulations for each procurement type.

To begin, select the procurement's funding source. If TxDOT is the pass-through entity (Direct Recipient), both Federal and State must be checked.

☒ Federal and State ☐ State Only

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

1. No Federal Government Obligations to Third Parties
2. Access to Third Party Contract Records
3. Changes to Federal Requirements
4. Civil Rights (EEO, Title VI & ADA)
5. Incorporation of FTA Terms
6. Energy Conservation
7. Veterans Preference
8. False or Fraudulent Statements or Claims
9. Disadvantaged Business Enterprises (DBE)
10. Fly America
11. ADA Access

Award Exceeding \$10,000

12. Terminating the Contract

Award Exceeding \$25,000

13. Debarment and Suspension

☐ **Award Exceeding \$50,000**

14. Contracting with the Enemy

☐ **Award Exceeding \$100,000**

15. Resolution of Disputes, Breaches, or Other Litigation
16. Lobbying Restrictions

☒ **Award Exceeding \$150,000**

17. Environmental Protection (Clean Air and Water Pollution Control)

ALL FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

- A. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and
- B. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third-Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third-Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

2. Access to Third-Party Contract Records

The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third-Party Contractors at each tier to provide:

- A. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Third-Party Contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
- B. Sufficient access to all Third-Party Contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure.

3. Changes to Federal Requirements

The Recipient agrees to include notice in each Third-Party Agreement that:

- A. Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
- B. Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

4. Civil Rights

The following Federal Civil Rights laws and regulations apply to all contracts.

- A. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity. b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

E. Equal Opportunity: The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

I. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

II. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

III. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

IV. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

V. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

6. Energy Conservation

The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform

an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

7. Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third-Party Contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
- B. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

8. False or Fraudulent Statements or Claims

A. Civil Fraud. The Recipient acknowledges and agrees that:

- I. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.
- II. By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
- III. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

B. Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

9. Disadvantaged Business Enterprises

The recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- A. Withholding monthly progress payments;
- B. Assessing sanctions;
- C. Liquidated damages; and/or
- D. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written

consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

10. Fly America

The recipient agrees to comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

11. ADA Access

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

A. Federal laws, including:

- I. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
- II. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - a. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - b. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"
- III. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
- IV. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
- V. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

B. Federal regulations and guidance, including:

- I. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37;
- II. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;
- III. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;
- IV. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;
- V. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35;
- VI. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;
- VII. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630;
- VIII. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;
- IX. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;
- X. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;
- XI. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- XII. Other applicable federal civil rights and nondiscrimination regulations and guidance.

Awards Exceeding \$10,000

12. Termination

All contracts in excess of \$10,000 must address termination for cause by the non-federal entity including the manner by which it will be effected and the basis for settlement.

Awards Exceeding \$25,000

13. Debarment and Suspension

The Recipient agrees to the following:

- A. It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
- B. It will not enter into any "covered transaction" (as that phrase is defined at 2 C.F.R. §§ 180.220 and 1200.220) with any Third-Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—
 - I. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200;
 - II. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180; and
 - III. Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third-Party Participants.
- C. It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.
- D. It will ensure that its Third-Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
- E. If the Recipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:
 - I. FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;
 - II. FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or
 - III. FTA Chief Counsel.

Awards Exceeding \$50,000

14. Never Contract with the Enemy

The Recipient agrees to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Awards Exceeding \$100,000

15. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement

involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

B. Notification to FTA; Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- I. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- II. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- III. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

C. Federal Interest in Recovery

The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

D. Enforcement

The Recipient must pursue its legal rights and remedies available under any Third-Party Agreement or any federal, state, or local law or regulation.

E. Agency Process

*Vendors may view the dispute resolution process here:

16. Lobbying Restrictions.

The Recipient agrees that neither it nor any Third-Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

A. Laws, Regulations, Requirements, and Guidance. This includes:

- I. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
- II. U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
- III. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

B. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.


C. Political Activity. The Recipient agrees to comply with:

- I. The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance;
- II. U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. part 151; and
- III. 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:
 - a. The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but
 - b. Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).

D. Lobbying and Disclosure Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Company Fikes Wholesale Inc.	Printed Name of Person Completing Form David Drew
Date August 16, 2021	Signature 

Awards Exceeding \$150,000

17. Environmental Protection (Clean Air and Clean Water)

The Recipient agrees to comply with the regulations within the Clean Air Act (42 U.S.C. §§ 7401 - 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 - 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 - 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.

§§ 1251 - 1388). Violations must be reported to the 64 Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

1. Debarment
2. Family Code Child Support Obligation Certification
3. Debts and Delinquencies Affirmations
4. Disaster Recovery Plan
5. Disclosure of Prior State Employment
6. Entities that Boycott Israel
7. Federal Executive Order 13224 Excluded Parties
8. False Statements
9. Financial Participation Prohibited Affirmation
10. Foreign Terrorist Organizations
11. Disaster Relief Contract Violation
12. Public Information Act
13. Signature Authority
14. State Auditor's Right to Audit
15. Suspension and Debarment
16. Assignment
17. Contracting Information Responsibilities
18. Human Trafficking Prohibition

1. 34 TAC §20.585 Debarment

The Recipient agrees that The State of Texas, in order to protect the interests of the state may:

- A. Conduct an investigation upon a complaint regarding a contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- B. Cancel one or more of the contractor's active or pending contracts upon a complaint regarding the contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- C. Assess actual damages and costs incurred due to contractor's failure to perform as specified in the contract;
- D. Debar a contractor for a specified period of time; and
- E. Take any other action authorized by law.

2. §231.006 Family Code Child Support Obligation Certification

Under Section 231.006(d) of the Texas Family Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified GRANT and acknowledges that this Agreement may be terminated and payment or grant funds may be withheld if this certification is inaccurate.

3. §2252.903 Gov't Code Debts and Delinquencies Affirmations

Sub-recipient agrees that any payments due it under the Agreement shall be applied toward any debt or delinquency that is

owed to the State of Texas.

4. §444.190 Gov't Code Disaster Recovery Plan

In accordance with 13 TAC (Texas Administrative Code) §6.94(a)(9), Sub-recipient shall provide descriptions of its business continuity and disaster recovery plans

5. §2254.033 Gov't Code Disclosure of Prior State Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, RESPONDENT certifies that it does not employ an individual who has been employed by TxDOT or another agency at any time during the two years preceding the submission of the Response or, in the alternative, RESPONDENT has disclosed in its Response the following:

- A. The nature of the previous employment with TxDOT or the other agency;
- B. The date the employment was terminated; and
- C. The annual rate of compensation for the employment at the time of its termination.

6. §2271.001 Gov't Code Entities that Boycott Israel

Pursuant to Section 2271.001 of the Texas Government Code, Sub-recipient certifies that either:

- A. It meets an exception criterion under Section 2271.002, or
- B. It does not boycott Israel and will not boycott Israel during the term of this Agreement. Sub-recipient shall in a writing to TxDOT state any fact(s) that make it exempt from the boycott certification.

7. Federal Executive Order 13224 Excluded Parties

Sub-recipient certifies that it is not listed on the prohibited vendors list authorized by Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

8. §2155.077(a)(2) Gov't Code False Statements

Sub-recipient represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Submitting a false statement or material misrepresentation made during the performance of a contract is a material breach of contract and may void this agreement.

9. §2155.004 Gov't Code Financial Participation Prohibited Affirmation

Under Section 2155.004(b) of the Texas Government Code, Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated, and payment withheld if this certification is inaccurate.

10. §2252.152 Gov't Code Foreign Terrorist Organizations

Sub-recipient represents and warrants that is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

11. §2155.006 and 2261.053 Gov't Code Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

12. Chapter 552, Gov't Code and §2252.907 Gov't Code Public Information Act

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Sub-recipient is required to make any information created or exchanged with the State pursuant to the Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

13. §2252.0012 Gov't Code Signature Authority

The Sub-recipient represents and warrants that the individual executing this Agreement is authorized to sign this Agreement on behalf of the Sub-recipient and to bind the Sub-recipient.

14. §2262.154 Gov't Code State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. §2155.077 Gov't Code Suspension and Debarment

Sub-recipient certifies that it and its principals are not suspended or debarred from doing business with the State of Texas or federal government as listed on the State of Texas Debarred Vendor List as maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

16. §2262.056 (b) Gov't Code Assignment

Sub-recipient shall not assign its rights under the Agreement or delegate the performance of its duties under the Agreement without prior written approval from the TxDOT. Any attempted assignment in violation of this provision is void and without effect.

17. §552.372 Gov't Code Contracting Information Responsibilities

In accordance with Section 552.372 of the Texas Government Code, Sub-recipient agrees to:

- A. preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT for the duration of the Agreement,
- B. promptly provide to TxDOT any contracting information related to the Agreement that is in the custody or possession of the Sub-recipient on request of TxDOT, and
- C. on termination or expiration of the contract, either provide at no cost to TxDOT all contracting information related to the Agreement that is in the custody or possession of the Sub-recipient or preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and the Sub-recipient agrees that the Agreement can be terminated if the Sub-recipient knowingly or intentionally fails to comply with a requirement of that subchapter.

18. §2155.0061 Gov't Code Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement/GRANT and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification to Purchaser

1. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
2. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company:

Fikes Wholesale Inc.

Address:

P.O. Box 1287, Temple, Texas 76503

Telephone:

(254) 791-0009

SS# or Tax ID#:

74-

Printed Name of Person Completing Form:

David Drew

Signature**Date:**

August 16, 2021

Description of Commodity Service:

Wholesale Bulk Fuel

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

☐ Sole Proprietorship ☐ General Proprietorship ☒ Corporation ☐ Limited Partnership ☐ Limited Proprietorship

Is your firm a DBE? ☐ Yes ☒ No

If yes, what type?

N/A

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

Select the additional third-party procurement contracting provisions based on the type of solicitation you're procuring:

**Procurements cannot be combined. Example: Construction procurement and Rolling Stock procurement, use separate PTN 130s for each.*

☐ **1. Construction Related Clauses**

- ☐ Federal and State
☐ State Clauses

☐ **2. Rolling Stock Related Clauses**

- ☐ Federal and State
☐ State Clauses

☐ **3. Professional Services / Architectural Engineering**

- ☐ Federal and State
☐ State Clauses

☒ **4. Materials & Supplies Related Clauses**

- ☒ Federal and State
☐ State Clauses

☐ **5. Operations / Management Related Clauses**

- ☐ Federal and State
☐ State Clauses

4a. Federal Materials & Supplies Related Clauses

- A. Cargo Preference
- B. Recycled Products
- C. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
 - ☐ **Awards Exceeding \$150,000**
- D. Buy America

A. Cargo Preference

The contractor agrees to comply with the shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. part 381.

B. Recycled Products

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

C. Prohibition on certain telecommunications and video surveillance services or equipment.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:


- I. Procure or obtain;
- II. Extend or renew a contract to procure or obtain; or
- III. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- IV. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- V. Telecommunications or video surveillance services provided by such entities or using such equipment.
- VI. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Materials and Supplies Related Clauses

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list FTA's current fiscal year Certifications and Assurances (for fiscal year 2021), and shall download the at:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>.

Name of Company Fikes Wholesale Inc.	Printed Name of Person Completing Form David Drew
Date August 16, 2021	Signature 

4b. State of Texas Required Clauses: Materials & Supplies Related Clauses


A. Dispute Resolution

A. §2260.004 Gov't Code Dispute Resolution

The Recipient agrees to the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute under this Agreement.

Materials and Supplies Related Certification

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with State of Texas funds.

Name of Company Fikes Wholesale Inc.	Printed Name of Person Completing Form David Drew
Date August 16, 2021	Signature 

NOT APPLICABLE**CONTRACTOR PAYMENT REPORT****NOT APPLICABLE**

**Fort Bend County
Public Transportation
3737 Bamore Rd.
Rosenberg, TX 77471
Phone 281-633-7433
Fax 832-471-1843**

1. Contract Number	2. Invoice Number
3. Reporting Period & Invoice Date	4. Invoice Amount \$

Please Return Completed
Form with Invoice to:
Theresa.Tiemann@
fortbendcountytexas.gov

All prime contractors are required to complete and submit this report as specified in the contract, or as requested, until final payment of the contract. Failure to comply with Fort Bend County's Disadvantaged Business Enterprise (DBE) provisions may result in delayed payment by Fort Bend County Public Transportation in accordance with the procedures set forth in Fort Bend County's DBE Program. **This report must be submitted with each invoice.** Instructions for completing this report can be found on the following page.

5. Contractor's Name	6. Contact Person	7. Address	8. Phone Number
9. Date of Contract Award	10. Scheduled Date of Completion	11. Original Contract Amount	12. Amended Contract Amount
		\$	\$
13. Total Amount Received to Date	14. Remaining Amount Owed	15. Committed DBE %	16. % Actual DBE Participation to Date
\$	\$		

17. Name of each Subcontractor that this Invoice applies to	18. DBE or Non-DBE	19. Description of Work	20. Invoice Number	21. Invoice Date	22. \$ Amount of Invoice	23. Subcontract Dollars \$	24. \$ Amount Paid to Date	25. % Paid to Date

By completing this form, the contractor acknowledges Fort Bend County's prompt payment policy which requires the contractor to pay all subcontractors within 30 days of receiving payment from Fort Bend County.

Authorized Signature	Date	Printed Name and Title

Pricing Sheet for Bid - Fort Bend County 2021-2022

Fuel Type	Unit	+	OPIS Low Rack Avg	Fixed Markup	=	X	Estimated	=	Extended	
			Houston 08/13/2021	+/- Fee(constant)			Quantity		Price	
Unleaded Gasoline										
	Gal	+	2.0925	\$ 0.0243	=	X	852,000	=	\$ 1,803,522.12	
Taxes	Unit		Cost					=	Taxes	
Federal Excise Gas Tax	Gal		\$ -				X	852,000	=	\$ -
Federal Gas Lust Tax	Gal		\$ 0.001				X	852,000	=	\$ 852.00
Oil Spill Tax	Gal		\$ 0.00191				X	852,000	=	\$ 1,627.32
Texas Gas Motor Fuel Tax	Gal		\$ 0.2000				X	852,000	=	\$ 170,400.00
TX Delivery Fee	Gal		\$ 0.0009				X	852,000	=	\$ 766.80
TOTAL			2.0925	\$ 0.2281			852,000		\$ 1,977,168.24	
Ultra-Low Sulfur Diesel (TX LED)										
	Gal	+	2.0750	\$ 0.0596	=	X	660,000	=	\$ 1,408,836.00	
Taxes	Unit		Cost					=	Taxes	
Federal Excise DSL Tax	Gal		\$ -					660,000	=	\$ -
Federal DSL Lust Tax	Gal		\$ 0.001					660,000	=	\$ 660.00
Oil Spill Tax	Gal		\$ 0.00214					660,000	=	\$ 1,412.40
TX Clear DSL Motor Fuel Tax	Gal		\$ 0.2000					660,000	=	\$ 132,000.00
TX Delivery Fee	Gal		\$ 0.0009					660,000	=	\$ 594.00
TOTAL			2.0750	\$ 0.2636			660,000		\$ 1,543,502.40	
Ultra-Low Sulfur Dyed Diesel (TX LED)										
	Gal	+	2.0795	\$ 0.0585	=	X	80,400	=	171,895.20	
Taxes	Unit		Cost					=	Taxes	
Federal Excise DSL Tax	Gal		\$ -					80,400	=	\$ -
Federal DSL Lust Tax	Gal		\$ 0.001					80,400	=	\$ 80.40
Oil Spill Tax	Gal		\$ 0.00214					80,400	=	\$ 172.06
TX Clear DSL Motor Fuel Tax	Gal		\$ -					80,400	=	\$ -
TX Delivery Fee	Gal		\$ 0.0009					80,400	=	\$ 72.36
TOTAL			2.0795	\$ 0.0625			80,400		\$ 172,220.02	

[illegible]

HOUSTON, TX

2021-08-13 10:00:14 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS RFG ETHANOL(10%) PRICES

									Move		
	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time		
HTP Enrgy	u N-10	209.25	- 3.72	-- --	-- --	-- --	-- --	08/12	18:00		
Marathon	u N-10	210.15	- 2.55	223.48	- 2.55	245.15	- 2.55	08/12	18:00		
Petrocom	u Net	211.21	- 2.37	226.28	- 2.38	248.89	- 2.37	08/12	18:00		
XOM	u Net	211.83	- 2.92	247.73	- 2.92	258.33	- 2.92	08/12	19:00		
Valero	u N-10	211.95	- 2.28	232.45	- 2.28	262.95	- 2.28	08/12	18:00		
S.R.& M.	u 1-10	215.15	- 2.35	232.15	- 2.35	246.15	- 2.35	08/12	18:00		
Motiva	u N-10	217.55	- 3.25	232.55	- 3.25	264.05	- 3.25	08/12	18:00		
Citgo	b 1-10	217.74	- 3.32	231.88	- 3.32	264.20	- 3.33	08/12	18:00		
PSX	u N-10	220.28	- 2.25	234.28	- 2.25	264.28	- 2.25	08/12	18:00		
PWI-Gulf	b N-10	223.15	- 2.10	240.05	- 2.10	279.15	- 2.10	08/13	00:01		
76-Mot	b 125-3	223.70	- 1.87	238.38	- 1.87	275.59	- 1.88	08/12	18:00		
XOM	b 125-3	223.78	- 2.90	239.45	- 2.91	275.93	- 2.91	08/12	19:00		
Valero	b 1-10	223.89	- 1.87	240.16	- 1.87	276.94	- 1.93	08/12	18:00		
PSX	b 1-10	223.93	- 2.25	239.93	- 2.25	273.93	- 2.25	08/12	18:00		
Sunoco	b 125-3	223.93	- 2.63	238.93	- 2.63	276.63	- 2.60	08/12	18:00		
Shell-Mot	b 125-3	224.13	- 2.38	244.38	- 2.38	280.33	- 2.38	08/12	18:00		
Chevron	b 1t45c	224.40	- 2.10	241.30	- 2.10	280.40	- 2.10	08/12	18:00		
Texaco	b 1t45c	224.40	- 2.10	241.30	- 2.10	280.40	- 2.10	08/12	18:00		
LOW RACK		209.25		223.48		245.15					
HIGH RACK		224.40		247.73		280.40					
RACK AVG		218.91		236.75		267.84					
OPIS GULF COAST DELIVERED SPOT (SRI)											
FOB HOUSTON		226.86		233.21		242.75					
BRD LOW RACK		217.74		231.88		264.20					
BRD HIGH RACK		224.40		244.38		280.40					
BRD RACK AVG		223.31		239.58		276.35					
UBD LOW RACK		209.25		223.48		245.15					
UBD HIGH RACK		220.28		247.73		264.28					
UBD RACK AVG		213.42		232.70		255.69					
CONT AVG-08/13		218.91		236.75		267.84					
CONT LOW-08/13		209.25		223.48		245.15					
CONT HIGH-08/13		224.40		247.73		280.40					

HOUSTON, TX

2021-08-13 10:00:14 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR LED DISTILLATE PRICES

								Move		
	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time	
Marathon	u N-10	207.50	- .20	-- --	-- --	-- --	-- --	08/12	18:00	
Motiva	u N-10	207.90	- .15	-- --	-- --	-- --	-- --	08/12	18:00	
Enterpris	u N-10	208.21	- .33	-- --	-- --	-- --	-- --	08/12	18:00	
Northvllle	u N-10	209.00	- 1.00	-- --	-- --	-- --	-- --	08/05	18:00	
Vector	u Net	209.09	- .61	-- --	-- --	-- --	-- --	08/12	18:00	
XOM	u Net	209.37	- .38	-- --	-- --	-- --	-- --	08/12	19:00	
Petrocom	u Net	209.61	- .33	-- --	-- --	-- --	-- --	08/12	18:00	
Valero	u N-10	209.65	- .34	-- --	-- --	-- --	-- --	08/12	18:00	
S.R.& M.	u 1-10	213.37	- .33	-- --	-- --	-- --	-- --	08/12	18:00	
XOM	b 125-3	217.33	- .38	-- --	-- --	-- --	-- --	08/12	19:00	
PWI-Gulf	b N-10	218.75	- .30	-- --	-- --	-- --	-- --	08/13	00:01	
Motiva	b 125-3	218.89	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
76-Mot	b 125-3	219.04	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
Shell-Mot	b 125-3	219.09	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
Chevron	b 1t45c	220.00	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
Texaco	b 1t45c	220.00	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
Valero	b 1-10	220.14	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
Sunoco	b 125-3	220.18	- .43	-- --	-- --	-- --	-- --	08/12	18:00	
PSX	u N-10	222.13	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
Citgo	b 1-10	223.81	- .33	-- --	-- --	-- --	-- --	08/12	18:00	
PSX	b 1-10	224.86	- .30	-- --	-- --	-- --	-- --	08/12	18:00	
LOW RACK		207.50		-- --		-- --				
HIGH RACK		224.86		-- --		-- --				
RACK AVG		215.95		-- --		-- --				
OPIS GULF COAST DELIVERED SPOT (SRI)										
FOB HOUSTON		207.68		-- --		-- --				
BRD LOW RACK		217.33		-- --		-- --				
BRD HIGH RACK		224.86		-- --		-- --				
BRD RACK AVG		220.19		-- --		-- --				
UBD LOW RACK		207.50		-- --		-- --				
UBD HIGH RACK		222.13		-- --		-- --				
UBD RACK AVG		210.76		-- --		-- --				
CONT AVG-08/13		215.95		-- --		-- --				
CONT LOW-08/13		207.50		-- --		-- --				
CONT HIGH-08/13		224.86		-- --		-- --				

HOUSTON, TX

2021-08-13 10:00:14 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE LED DISTILLATE PRICES

		No.2		No.1		Pre		Move			
	Terms	RD	Move	RD	Move	RD	Move	RD	Move	Date	Time
Marathon	u N-10	207.95	- .20	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
Motiva	u N-10	208.40	- .15	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
Enterpris	u N-10	208.71	- .33	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
Northvll	u N-10	209.350	- 1.00	-- --	-- --	-- --	-- --	-- --	-- --	08/05	18:00
Vector	u Net	209.54	- .61	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
XOM	u Net	209.87	- .38	-- --	-- --	-- --	-- --	-- --	-- --	08/12	19:00
Petrocom	u Net	210.11	- .33	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
Valero	u N-10	210.15	- .34	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
S.R.& M.	u 1-10	213.87	- .33	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
Motiva	b 125-3	219.39	- .31	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
Shell-Mot	b 125-3	219.59	- .31	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
PSX	u N-10	223.13	- .30	-- --	-- --	-- --	-- --	-- --	-- --	08/12	18:00
LOW RACK		207.95		-- --		-- --		-- --			
HIGH RACK		223.13		-- --		-- --		-- --			
RACK AVG		212.79		-- --		-- --		-- --			
OPIS GULF COAST DELIVERED SPOT (SRI)											
FOB HOUSTON		208.03		-- --		-- --		-- --			
BRD LOW RACK		219.39		-- --		-- --		-- --			
BRD HIGH RACK		219.59		-- --		-- --		-- --			
BRD RACK AVG		219.49		-- --		-- --		-- --			
UBD LOW RACK		207.95		-- --		-- --		-- --			
UBD HIGH RACK		223.13		-- --		-- --		-- --			
UBD RACK AVG		211.30		-- --		-- --		-- --			
CONT AVG-08/13		212.79		-- --		-- --		-- --			
CONT LOW-08/13		207.95		-- --		-- --		-- --			
CONT HIGH-08/13		223.13		-- --		-- --		-- --			

EXHIBIT B

Pricing Sheet for Midgrade fuel

Pricing Sheet for Bid - Fort Bend County 2021-2022

Fuel Type	Unit	+	OPIS Low Rack Avg	Fixed Markup	=	X	Estimated	=	Extended
			Houston 10/26/2021	+/- Fee(constant)			Quantity		Price
Midgrade Gasoline									
	Gal	+	2.5218	\$ 0.0206	=	X	860,000	=	\$ 2,186,464.00
Taxes	Unit		Cost					=	Taxes
Federal Excise Gas Tax	Gal			\$ -		X	860,000	=	\$ -
Federal Gas Lust Tax	Gal			\$ 0.001		X	860,000	=	\$ 860.00
Oil Spill Tax	Gal			\$ 0.00191		X	860,000	=	\$ 1,642.60
Texas Gas Motor Fuel Tax	Gal			\$ 0.2000		X	860,000	=	\$ 172,000.00
TX Delivery Fee	Gal			\$ 0.0009		X	860,000	=	\$ 774.00
TOTAL			2.5218	\$ 0.2244			852,000		\$ 2,339,770.92

HOUSTON, TX

2021-10-26 10:00:09 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS RFG ETHANOL(10%) PRICES

								Move		
	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time	
HTP Enrgy	u N-10	238.35	+ 3.35	-- --	-- --	-- --	-- --	10/25	18:00	
Marathon	u N-10	238.85	+ 2.85	252.18	+ 2.85	273.85	+ 2.85	10/25	18:00	
Petrocom	u Net	241.00	- .33	253.19	- .78	271.48	- 1.45	10/25	18:00	
Valero	u N-10	241.62	+ 3.00	262.12	+ 3.00	292.12	+ 3.00	10/25	18:00	
XOM	u Net	242.31	+ 3.94	278.21	+ 3.94	288.81	+ 3.94	10/25	19:00	
Motiva	u N-10	244.25	+ 2.75	259.25	+ 2.75	290.75	+ 2.75	10/25	18:00	
S.R.& M.	u 1-10	246.18	+ .02	263.18	+ .02	277.18	+ .02	10/25	18:00	
Citgo	b 1-10	246.30	+ 2.28	260.95	+ 2.28	292.77	+ 2.29	10/25	18:00	
PSX	u N-10	248.68	- 1.25	262.68	- 1.25	293.68	- 1.25	10/25	18:00	
Valero	b 1-10	251.18	+ 2.81	267.04	+ 2.81	303.81	+ 2.81	10/25	18:00	
76-Mot	b 125-3	251.24	+ 2.94	265.92	+ 2.93	303.14	+ 2.94	10/25	18:00	
PWI-Gulf	b N-10	251.45	+ 2.70	268.35	+ 2.70	307.45	+ 2.70	10/26	00:01	
PSX	b 1-10	251.93	+ 2.75	267.93	+ 2.75	301.93	+ 2.75	10/25	18:00	
Sunoco	b 125-3	251.95	+ 3.30	266.95	+ 3.30	304.84	+ 3.25	10/25	18:00	
Shell-Mot	b 125-3	252.03	+ 2.99	272.28	+ 2.98	308.23	+ 2.98	10/25	18:00	
Chevron	b 1t45c	252.70	+ 2.70	269.60	+ 2.70	308.70	+ 2.70	10/25	18:00	
Texaco	b 1t45c	252.70	+ 2.70	269.60	+ 2.70	308.70	+ 2.70	10/25	18:00	
XOM	b 125-3	253.33	+ 3.99	268.39	+ 3.98	305.48	+ 3.99	10/25	19:00	
LOW RACK		238.35		252.18		271.48				
HIGH RACK		253.33		278.21		308.70				
RACK AVG		247.56		265.17		296.05				
OPIS GULF COAST DELIVERED SPOT (SRI)										
FOB HOUSTON		250.95		254.94		260.92				
BRD LOW RACK		246.30		260.95		292.77				
BRD HIGH RACK		253.33		272.28		308.70				
BRD RACK AVG		251.48		267.70		304.51				
UBD LOW RACK		238.35		252.18		271.48				
UBD HIGH RACK		248.68		278.21		293.68				
UBD RACK AVG		242.66		261.54		283.98				
CONT AVG-10/26		247.56		265.17		296.05				
CONT LOW-10/26		238.35		252.18		271.48				
CONT HIGH-10/26		253.33		278.21		308.70				

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Fikes Wholesale inc.
Temple, TX United States

Certificate Number:
2021-818948

Date Filed:
11/01/2021

Date Acknowledged:
01/25/2022

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

Fort Bend County

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.

B22-001
Bulk Fuel

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

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, 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)