



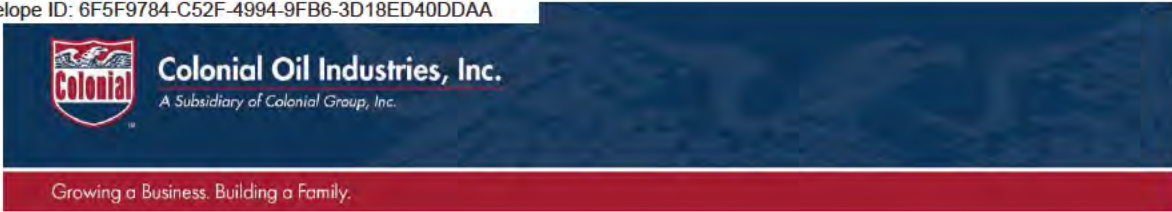
NCPA

National Cooperative Purchasing Alliance

RFP for Bulk Fuel

Solicitation Number: 31-22

Colonial Oil Industries, Inc.
101 North Lathrop Avenue
Savannah, Georgia 31402-0576



July 21, 2022

RE: RFP for Bulk Fuel – Solicitation Number: 31-22

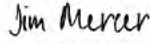
Dear NCPA Review Team:

Colonial Oil Industries, Inc. is pleased to present their proposal for the NCPA’s Request for Proposal for Bulk Fuel, Solicitation Number 31-22. As the selection committee reviews our response to the requested supplies and services, they will find that our offer has been carefully presented to provide the most comprehensive, cost-effective solutions for NCPA’s members.

The Colonial team has a history of outstanding customer service and commitment to government and commercial clients. The team stands ready to serve the entities with all their fuel needs and requirements and hopes to be a valued partner by providing uninterrupted, scalable, and diverse supply options to best suit each entities need.

The Colonial team thanks you for the careful evaluation of their proposal, and if the reviewers or any member of the NCPA team have questions, concerns, or comments, please feel free to reach out to Will Taylor, at coisales@colonialoil.com.

Warm regards,

DocuSigned by:

D518D9031894440...
James B. Mercer
VP/GM of Sales

Request for Proposal (RFP) for Bulk Fuel

Solicitation Number: 31-22

Publication Date: Tuesday, June 7th, 2022

Notice to Respondent:

Submittal Deadline: Thursday, July 21st, 2022 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 14th 2022. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Bulk Fuel for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Bulk Fuel, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by
Region 14 Education Service Center

For
Bulk Fuel

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 31-22



Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Bulk Fuel. The scope is meant to be broad and inclusive of all motor and aviation fuels used by public agencies in the United States. Specifications are meant to be vague as to not limit specialized product offerings. All fuels must conform to applicable federals, state and local codes as well as applicable environmental guidelines (Ex. EPA Clean Air Act).
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Public Bid Opening

- The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

◆ Required Proposal Format

- Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

◆ Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

◆ Safety

- Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

◆ Permits

- Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Price Increases
 - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
 - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References and Experience (20 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
 - Respondent Reputation in marketplace
 - Past Experience working with public sector.
 - Exhibited understanding of cooperative purchasing

- ◆ Value Added Products/Services Description, (8 points)
 - Additional Products/Services related to the scope of RFP
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

- ◆ Technology for Supporting the Program (7 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	<u>Colonial Oil Industries, Inc.</u>
Address	<u>101 North Lathrop Avenue</u>
City/State/Zip	<u>Savannah, GA 31415</u>
Telephone No.	<u>800-944-3835</u>
Fax No.	<u></u>
Email address	<u>coisales@colonialoil.com</u>
Printed name	<u>James Mercer</u>
Position with company	<u>Vice President of Sales</u>
Authorized signature	 <u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Colonial Oil Industries, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 05-70, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Bulk Fuel;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- ◆ **Term of Agreement**
 - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.
- ◆ **Fees and Reporting**
 - The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount


Total

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee \$0.005 per gallon. (half cent). Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.


◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA’s rights and obligations hereunder may be assigned at NCPA’s sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA’s obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
 Houston, TX 77270
 Signature: 
 Date: September 1, 2022

Vendor: Colonial Oil Industries, Inc.

Name: James Mercer
 Title: Vice President of Sales
 Address: 101 North Lathrop Avenue
 Signature: 
 Date: 10/11/2022

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Alabama | <input checked="" type="checkbox"/> Maryland | <input checked="" type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input checked="" type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input checked="" type="checkbox"/> Tennessee |
| <input checked="" type="checkbox"/> Arkansas | <input checked="" type="checkbox"/> Minnesota | <input checked="" type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input checked="" type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input checked="" type="checkbox"/> Colorado | <input checked="" type="checkbox"/> Missouri | <input checked="" type="checkbox"/> Vermont |
| <input checked="" type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input checked="" type="checkbox"/> Virginia |
| <input checked="" type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input checked="" type="checkbox"/> West Virginia |
| <input checked="" type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input checked="" type="checkbox"/> Georgia | <input checked="" type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input checked="" type="checkbox"/> New York | |
| <input checked="" type="checkbox"/> Illinois | <input checked="" type="checkbox"/> North Carolina | |
| <input checked="" type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input checked="" type="checkbox"/> Ohio | |
| <input checked="" type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Oklahoma | |
| <input checked="" type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input checked="" type="checkbox"/> Louisiana | <input checked="" type="checkbox"/> Pennsylvania | |
| <input checked="" type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Samoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Mariana Islands
- Puerto Rico
- U.S. Virgin Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Savannah, State of Georgia

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3^d box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
 - Manufacturer Direct
 - Authorized Distributor
 - Value-added reseller
 - Certified education/government reseller
 - Manufacturer marketing through reseller
 - Other:

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**
 - Contact Person: Kimberly McDowell
 - Title: Sales Operations Supervisor
 - Company: Colonial Oil Industries, Inc.
 - Address: 101 North Lathrop Avenue
 - City: Savannah State: GA Zip: 31415
 - Phone: 855-468-2357 Email: kmcdowell@colonialoil.com

- Purchase Orders

Contact Person: Supply and Logistics Team

Title: Supply and Logistics Team

Company: Colonial Oil Industries, Inc.

Address: 101 North Lathrop Avenue

City: Savannah

State: Georgia

Zip: 31415

Phone: 855-468-2357

Email: transportfuelorders@colonialoil.com

- Sales and Marketing

Contact Person: Adam Barnett

Title: Sales Development Manager

Company: Colonial Oil Industries, Inc.

Address: 101 North Lathrop Avenue

City: Savannah

State: Georgia

Zip: 31415

Phone: 800-944-3835

Email: coisales@colonialoil.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

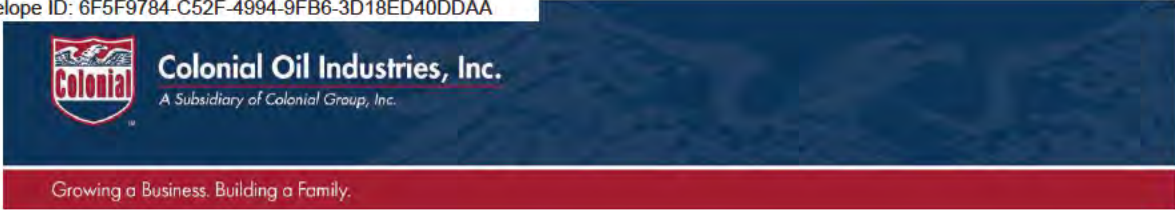
Yes

No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes

No



Tab 4 - Vendor Profile

Colonial Oil Industries, Inc., a subsidiary of Colonial Group, Inc., is celebrating its 100th year of operation as a valued business and community partner.



FIGURE 1 AMERICAN OIL COMPANY, CA. 1929

The company was founded by Raymond M. Demere in 1921 when he returned from World War I after having served with distinction. He decided that a promising career would be one that supplied petroleum products for the new internal combustion engines to power the vehicles replacing the horse and buggy. He founded the American Oil

Company with a total beginning inventory of one 55-gallon drum of oil.

In 1933, Standard Oil Company of Indiana wanted to expand the operation of its own American Oil Company in the Southeast. Mr. Demere agreed to release the name and he and his associates renamed the company Colonial Oil.



Colonial Oil continued to expand its facilities even during the Great Depression and constructed an oil terminal on the Savannah River in 1934. In 1946 the plant, pipelines, and other facilities have operated under the name of Colonial Oil Industries, Inc. Mr. Raymond M. Demere remained its President until the time of his death in 1953. In 1958 his son, Robert H. Demere became President who continued to grow and expand the Colonial business. In 1986, Robert H. Demere became Chairman and is succeeded as President by his son, Robert H. Demere, Jr., who remains in this position today. Under his

leadership, the growth of the company has been marked by impressive accomplishments, diversity, and an unwavering dedication to the vision of the man who started it all.



Colonial Oil Industries, Inc.

A Subsidiary of Colonial Group, Inc.

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COI's goal is to add value to customer's business by consistently providing high-quality products, custom blends, equipment, and superior technical support when and where it is needed, at competitive prices. With unparalleled industry knowledge and ingenuity, the COI team identifies opportunities within a customer's operation and delivers safe, highly effective, custom-tailored solutions. What drives Colonial is simple: Our commitment to providing excellent service every single day.

Colonial's Core Values are Service, Integrity, Entrepreneurship, and Family. The team strives to always put Family first and strives to be accountable, driven servant leaders internally and externally.



Colonial takes full responsibility for the impact our businesses may have that go beyond our commercial operations and relationships. The team is committed to being vigilant stewards in our growth and development.

Colonial realizes the importance of implementing sustainable practices for the betterment of our company and environment. The Colonial Team believes that when sustainable practices are performed correctly, the results are a double benefit

of higher profitability and a cleaner environment. As a 100-year-old family company, Colonial takes the long view making sure future generations enjoy a better tomorrow.

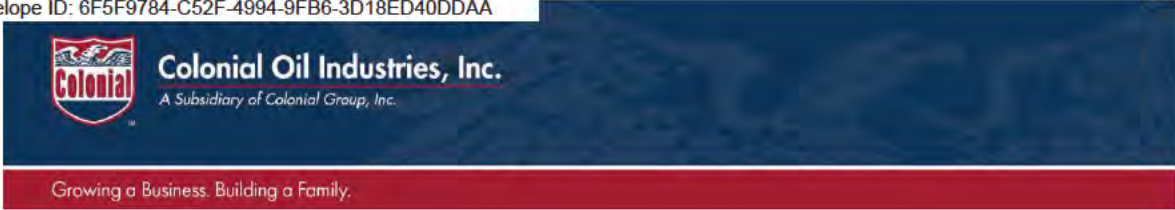
COI actively expands our transport fleet, inventory, and facilities, as well as acquire technologies that will further advance the integration of our service capabilities. COI continues to strive to create the greatest value for our customers.

Colonial quietly donates to many local and national organizations to affirm the company's commitment to Family and Service. Last year, to celebrate Colonial's 100th year of operation, Colonial Group matched 100% of employee donations to United Way. Together, the team raised over \$508,372.

Please visit Colonial Group's website at www.colonialgroupinc.com for more information on the company, its giving, and purpose.



SUSTAINABLE DEMOLITION PRACTICES



Parent Organization

Colonial Oil Industries, Inc. is a subsidiary of Colonial Group, Inc. All information submitted by Colonial Oil Industries, Inc. pertains exclusively to Colonial Oil Industries, Inc.

For a more detailed description of Colonial Group, Inc., and its subsidiaries, please see the organizational chart or visit the website at www.colonialgroupinc.com.

Quick Facts about Colonial:

Registered Name: Colonial Oil Industries, Inc.

Official Name	Colonial Oil Industries, Inc.
D&B Number	00-692-6430
Office Locations	Savannah, GA - Headquarters 101 N Lathrop Ave Savannah, GA 31415 Cincinnati, OH 5163 Wolfpen Pleasant Hill Rd Milford, OH 45150
Payment Terms	Net 10



Colonial Oil Industries, Inc.

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Emergency Response Plan

Colonial Oil has been headquartered on the southern coastline of Georgia for almost 100 years. The company has vast experience proactively preparing for emergency / disaster events. The company has learned from experience that supply disruptions typically coincide with disaster events. Colonial's mentality is that safely sustaining supply to contract customers is a primary objective.

In the event there is a supply disruption or pending emergency, contracted government customers that provide essential services to the public are positioned as the top priority. Colonial understands and recognizes the importance of first responders and emergency workers. Lifesaving and property-saving operations must not be interrupted by fuel shortages.

An important tool Colonial can offer Client in emergency situations is the "Bypass" mode for consignment sites with FuelForce equipment. In the event of an emergency, Bypass Mode can be enabled at the tank with a key and this function removes the card authorization to dispense fuel at the pump, allowing emergency services to immediately begin dispensing fuel upon arrival to a Client location. Tank reconciliation after the fuel is dispensed can true up the gallons used for the emergency.



For example, if there is a fire which requires rescue vehicles/fire trucks to transport first responders away from their home base, consignment locations can be utilized in the vicinity/route to the site of the emergency. Bypass mode can provide Client with reliable, easy access to supply points across the State to any first responder or emergency personnel. This capability has been proven to be useful in different emergency applications.

The most important aspect of any emergency response plan is preparation. Colonial will ensure the State, CLIENT, and all Clients are as prepared as possible for foreseen emergencies. In the case of hurricanes, no one is more prepared and ready to help in emergency situations than Colonial – with our headquarters on the Georgia coast and many customers in the Florida, Georgia, and Carolina markets, Colonial understands the necessity of preparation for any impending event.

Customers are encouraged to top off their bulk storage tanks to minimize the risk running out of fuel. Colonial ensures its operations teams and logistics partners maintain visibility on disaster



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COLONIAL TERMINAL IN SAVANNAH, GA

event tracking projections and product supply levels at the storage terminals. The Supply and Logistics Team will inventory every tank – whether it be calling each site individually or reading the tank monitor – to ensure each site receives a delivery if needed. They will then follow each load into the ground with follow ups to ensure the tanks received proper safety stock levels.

Colonial Oil also has the advantage of extra bulk storage inland at the terminal level.

Colonial maintains inventory at over 25 facilities covering the Southeast, Northeast, and Midwest markets of the United States. Rest assured that Colonial will transport fuel from these markets if the need arises.

Colonial's own fleet and common carrier network are fully utilized to transport fuel from out of market to supply priority customers. If the need arises, Colonial will utilize its own fleet to transport fuel from markets outside the area.

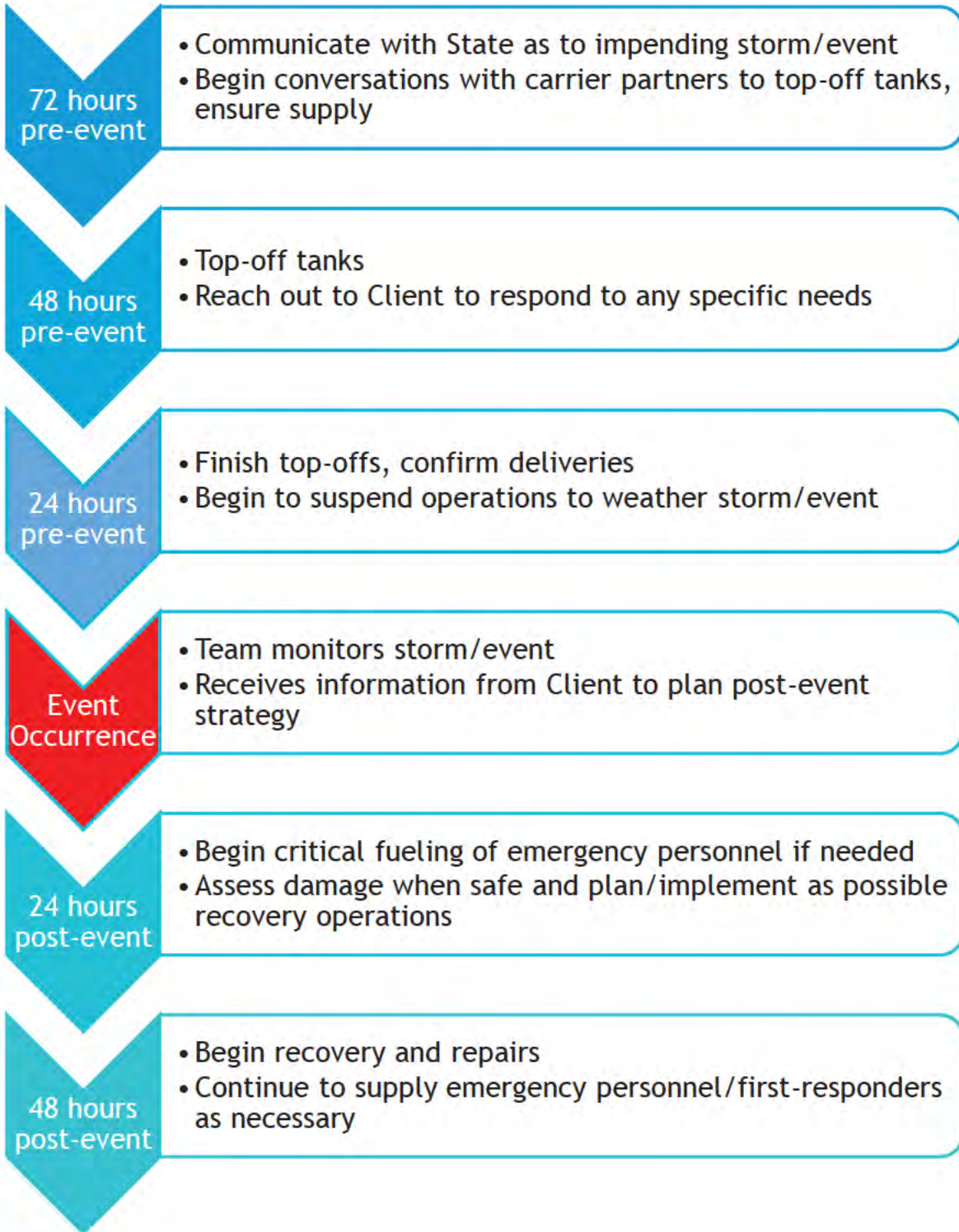
Please see the emergency response workflow on the next page.

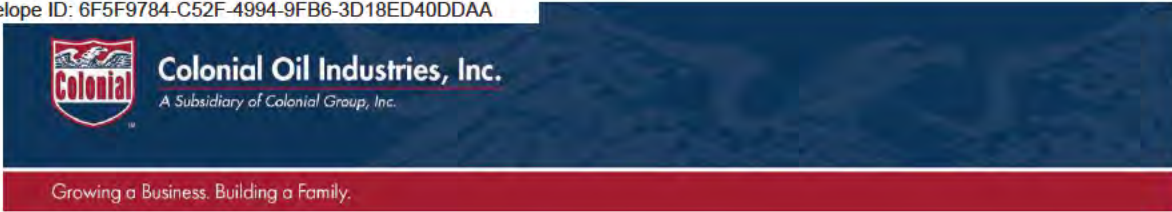


Colonial Oil Industries, Inc.

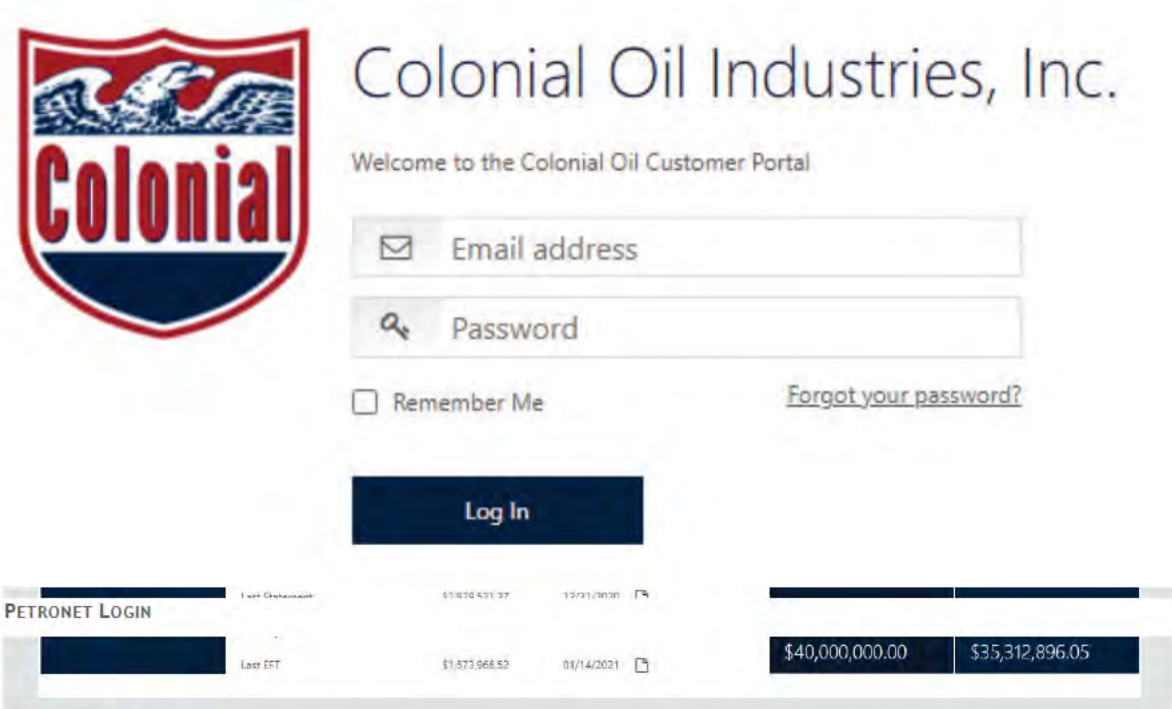
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Delivery/Invoice Management System – Petronet

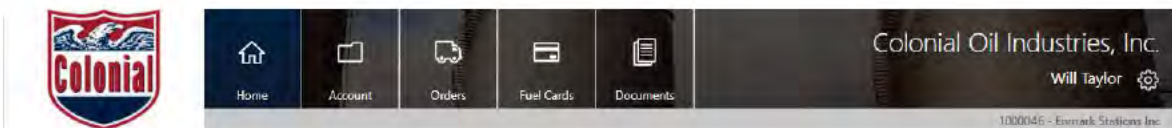


PETRONET HOME SCREEN

Petronet is the platform provided by Colonial to provide Delivery and Invoice Management for the Client. Petronet provides users with information regarding shipments, billing, and other documents. The maintenance logs and reports will also be stored in Petronet.

Petronet gives a simple, intuitive approach to fuel management. The website is clean and clear of clutter, cutting down to the most important aspects of fuel logistics and billing.

The main navigation bar provides the direction for any fuel user that needs to access billing and dispatch records.



PETRONET NAVIGATION BAR



The Client can place orders for delivery through this portal. Specific site information, fuel grades, fuel products, and other information will be loaded into the system by Colonial personnel. See the next page for the Enter Order Information Screen.

All reports from Petronet are downloadable into Excel, Adobe PDF, XML, and CSV files. See the sample Order History Report below.

Export Format CSV ▼ Export

- CSV
- XML
- PDF
- Excel

FILE EXPORT FORMATS

Colonial Oil Industries, Inc.
Will Taylor

1000046 - Enmark Stations Inc.

Home Account **Orders** Fuel Cards Documents

Ordering Pricing

Open Orders
Add Fuel Order
Order History

Enter Order Information

Select the ship to and contact information and the requested delivery date time. Fill in the requested quantity and any notes or delivery directions.

Ship To: D10 Abercorn
Contact: Will Taylor
PQ Number:
Requested Delivery Date / Time: 01/14/2021 11:38 am

Task	Product	Quantity
1	1890009 - Marine Grade Gas 89 Octane	0
2	1740020 - ULSD-15ppm	0
3	1895000 - Midgrade 89 E10	0
4	1935000 - Premium 93 E10	0
5	1875000 - Unleaded 87 E-10	0
6	1740021 - ULSD 15ppm Biodiesel	0

Notes: Delivery Directions:

Save As Pending Submit

ORDER ENTRY SCREEN



Colonial Oil Industries, Inc.

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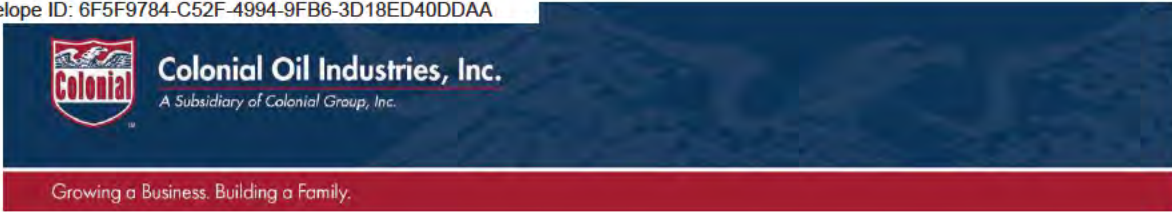
Order History can be accessed in the Orders Tab. Orders are updated with the Status of Ordered, Dispatched, and Billed to provide insight into the delivery and supply of fuel.


Orders

Order No.	PO Number	Bill Of Lading	Order Date	Status	Ship To	Invoice No.	Ship Qty	Bill Qty
OD-243370		7105355	1/8/2021	Billed	896 Batesburg	IN-244463	8,429	8,429
OD-243455		132937	1/8/2021	Billed	841 Albany - Clark Ave	IN-242982	8,537	8,537
OD-243455A		132937A	1/8/2021	Billed	841 Albany - Clark Ave	IN-242982A	8,537	8,537
OD-243455C		132937C	1/8/2021	Billed	841 Albany - Clark Ave	IN-242982C	(8,537)	(8,537)
OD-243456		132962	1/8/2021	Billed	741 Douglas-Ocila	IN-242983	6,533	6,533
OD-243456A		132962A	1/8/2021	Billed	741 Douglas-Ocila	IN-242983A	6,533	6,533
OD-243456C		132962C	1/8/2021	Billed	741 Douglas-Ocila	IN-242983C	(6,533)	(6,533)
OD-243458		132962	1/8/2021	Billed	757 Douglas-Will	IN-242984	2,008	2,008
OD-243458A		132962A	1/8/2021	Billed	757 Douglas-Will	IN-242984A	2,008	2,008
OD-243458C		132962C	1/8/2021	Billed	757 Douglas-Will	IN-242984C	(2,008)	(2,008)
OD-243460		704208	1/8/2021	Dispatched	210 Fitzgerald		5,000	5,000
OD-243461		704209	1/8/2021	Dispatched	744 Hazelhurst-Tall		3,500	3,500
OD-243463		132945	1/8/2021	Dispatched	757 Douglas-Will		8,533	8,533

ORDERS REPORT

Invoices can be viewed by customizable date ranges. Individual invoices can be seen by clicking on the File icon at the far right of the table. Account reports include Invoices, Payment History, Unapplied Payments, Scheduled Payments & EFTs, Transaction History, Credit Card Activity, and 1099K Transactions.





Home
Account
Orders
Fuel Cards
Documents

Colonial Oil Industries, Inc.

Will Taylor

1000046 - Enmark Stations Inc

Recent Activity

Invoices

Outstanding Only

Date Range: Last 7 Days

From: 01/08/2021
Thru: 01/14/2021

Show Detail

Apply

Payment History

Unapplied Payments

Scheduled Payments & EFTs

Transaction History

Credit Card Activity

1099K Transactions

Load Settings | Save Settings

Export Format: CSV | **Export**

Page: 1 of 5 | Automatic Zoom: [Zoom Icon]

Invoice By Date Range

Invoice No.	Invoice Date	Due Date	Amount	Invoice Balance	Pmt Status	
IN-244512	1/13/2021	1/14/2021	\$16,945.39	\$16,945.39	Unpaid	
IN-244480	1/13/2021	1/14/2021	\$8,907.49	\$8,907.49	Unpaid	
IN-244467	1/13/2021	1/14/2021	\$9,922.46	\$9,922.46	Unpaid	
IN-244508	1/13/2021	1/14/2021	\$9,487.33	\$9,487.33	Unpaid	
IN-244479	1/13/2021	1/14/2021	\$9,626.06	\$9,626.06	Unpaid	
IN-241920A	1/13/2021	1/14/2021	\$17,166.73	\$17,166.73	Unpaid	
IN-244503	1/13/2021	1/14/2021	\$4,193.14	\$4,193.14	Unpaid	
IN-244481	1/13/2021	1/14/2021	\$12,462.24	\$12,462.24	Unpaid	
IN-244468	1/13/2021	1/14/2021	\$7,158.77	\$7,158.77	Unpaid	
IN-244511	1/13/2021	1/14/2021	\$8,353.63	\$8,353.63	Unpaid	
IN-244482	1/13/2021	1/14/2021	\$5,018.22	\$5,018.22	Unpaid	
IN-244513	1/13/2021	1/14/2021	\$9,385.03	\$9,385.03	Unpaid	
IN-244505	1/13/2021	1/14/2021	\$10,371.17	\$10,371.17	Unpaid	
IN-244502	1/13/2021	1/14/2021	\$13,592.84	\$13,592.84	Unpaid	
IN-244472	1/13/2021	1/14/2021	\$17,063.43	\$17,063.43	Unpaid	
IN-244529	1/13/2021	1/14/2021	\$7,272.53	\$7,272.53	Unpaid	
IN-244470	1/13/2021	1/14/2021	\$17,414.83	\$17,414.83	Unpaid	



Colonial Oil Industries, Inc.

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TRUCKS LOADING AT COLONIAL TERMINAL, SAVANNAH, GA

Colonial is proud to present a simple, working, and intuitive solution to provide the invoicing and reporting needs of the Client.

Ms. Melanie Lawall, Ms. Scotti Gerrald and their team are ready to assist the Client with any issues, questions, or concerns they have regarding billing, invoicing, and the Petronet system. A sample invoice for review is available on the next page.



Colonial Oil Industries, Inc.
 PO Box 744934
 Atlanta, GA 30374-4934
 (844) 710-2357

Invoice No: IN-687263
Invoice Date: Thu 06/02/2022
Delivery Date: Tue 05/31/2022
Lift Date/Time: Tue 05/31/22 03:04p
Account ID: 1274103

<p>Bill To:</p> <p>Ozark Motor Lines Inc 3934 Homewood Rd Memphis, TN 38118</p>	<p>Ship To:</p> <p>ID: 1 Ozark Motor Lines Homewood Rd 3934 Homewood Rd Memphis, TN 38118</p>
--	---

Order No: OD-690521	Reference No.: 40085945	P.O. No:
Salesperson: Doug Futscher	Carrier: Lindsey Transport Service Inc	

General Terms & Conditions @ <http://colonialoil.com/gtc> are incorporated herein by reference.

Description	BOL No	Gross Units	Net Units	Basis	Unit Price	Total
ULSD-15ppm #2	28181	8,002.00	7,923.00	Net	3.981546	31,546.58

Terminal: Lion Oil Co. - Memphis
 THIS DIESEL FUEL DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE.

Tax and Other Charges Summary	Basis	Rate	Total
Fed Env Fee Recovery	7,923.00 Net	0.002143	16.98
Federal Diesel Excise Tax	7,923.00 Net	0.244000	1,933.21
TN State Diesel Tax	7,923.00 Net	0.270000	2,139.21
TN State EPA Fee	7,923.00 Net	0.004000	31.69
TN State Inspection Fee	7,923.00 Net	0.010000	79.23

Invoice Total	Gross	8,002.00	Net	7,923.00	\$35,746.90
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****Payment Terms Summary****	
Due by Sun 06/12/2022 (Due 10 Days from Invoice Date)	35,746.90



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Project Control Mechanisms

Cost

Cost will be constantly evaluated by the Colonial Supply and Logistics Team and the Colonial Sales Analysis Team. Costs will be clearly communicated to the Client and Colonial will present to Client any opportunities found for cost-savings or strategic returns.

The Sales Analytics Team, with Ms. Melanie Lawall, can provide reviews based on the Client's price structure versus the rack (average, low, or specific supplier). Colonial can also provide a report based on order level detail of purchases to look at specific transaction level analyses based on any concerns or questions from the Client. Colonial believes these reports can provide the most transparency into the Client's economics.

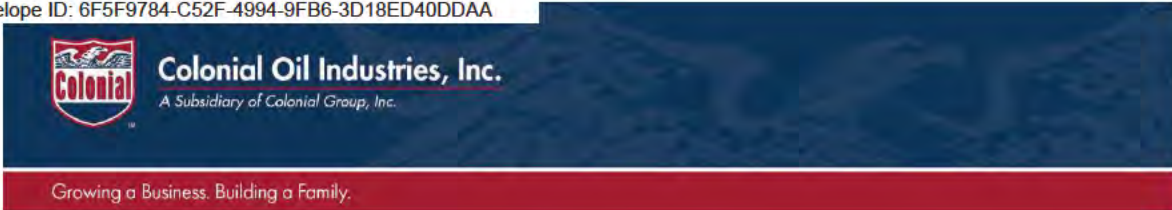
Another area where costs can be controlled or managed is through freight analysis. The Colonial Supply and Logistics Team can provide the Client with information regarding the specific performance of carriers and determine any cost savings which may occur by combining loads/planning loads at certain sites as the contract is executed. Volumes across the different freight zones may be better weighted towards another zone. These reviews would be collaborations between Client representatives and Colonial personnel at the planned monthly meetings.

Prioritization

Colonial recognizes the Client as high priority customers, meaning that the Client are especially critical as their roles are important to the function of the maintenance and operation of the municipal fueling facilities.

The Client sites will be marked as high priority sites by Colonial's dispatch team, and any issue or problem with any facet of this contract will receive prompt attention as required by this agreement.





Contingencies

Colonial has different carrier partners which can be utilized in the case of emergencies or a shortage of trucks. These local companies and national companies can be utilized in the event of a fuel shortage or other unforeseen event.

Management of Outside Resources

The Supply and Logistics Team is the main manager of outside resources as well as the Sales Analytics Team. The Supply and Logistics team is responsible for the management of all carrier partners and daily supply management.

The Sales Analytics team will coordinate responses to online user issues, and Ms. Melanie Lawall is the dedicated team member for the Client to manage the Sales Analytics.



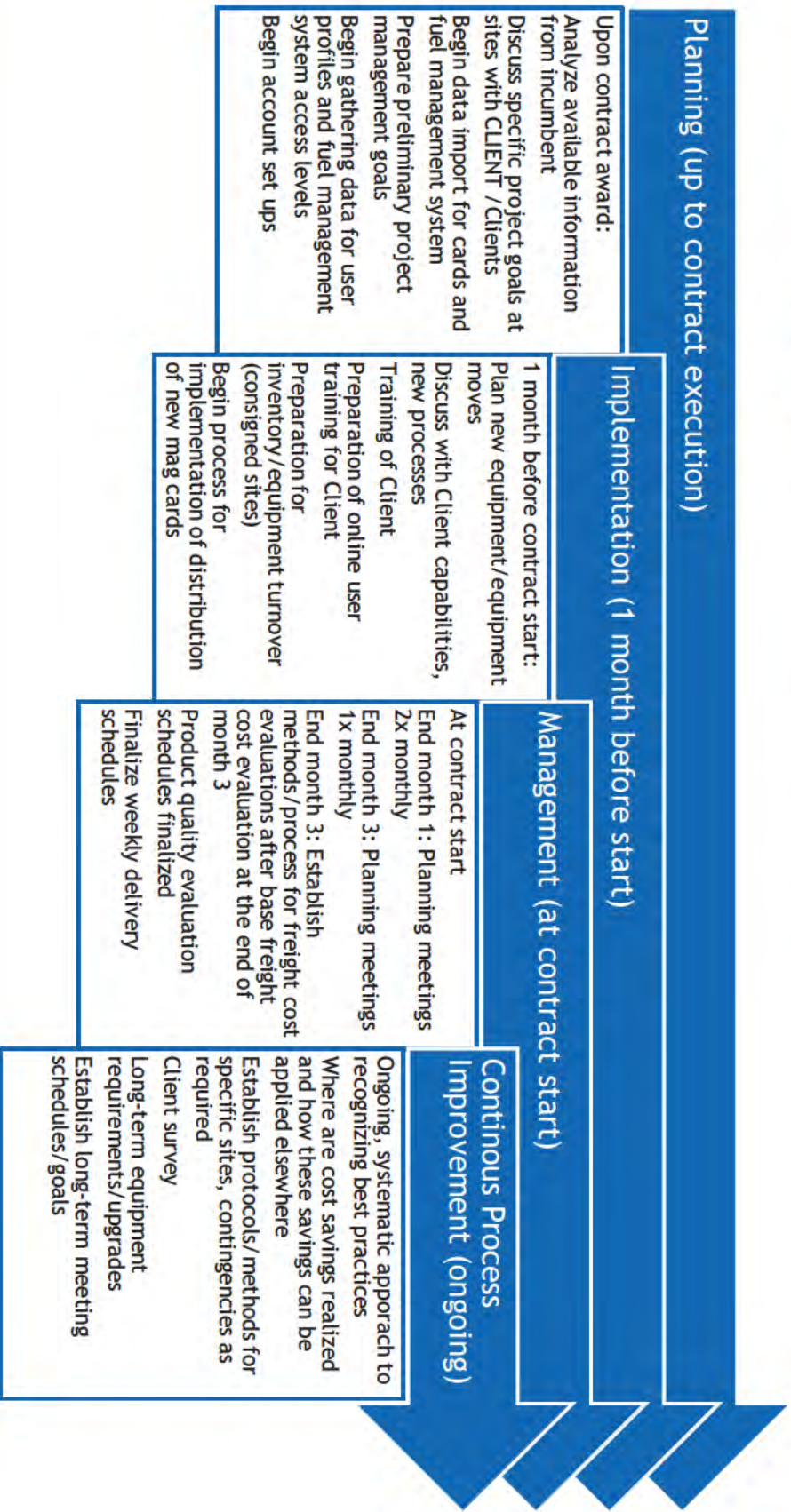
Management of carrier resources include the following metrics:

- Load Count
- Total Monthly Gallons Delivered
- Total Annual Gallons Delivered
- Run outs
- Cross drops
- Overfills
- Spills
- Missed Loads
- Missed Delivery Window
- Incorrect Volume
- Incorrect Customer
- Incorrect Supplier
- Incorrect Product
- Turndowns
- Specific error reporting
- Other



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Implementation Schedule

Colonial provides the below Implementation Schedule with the understanding that the Client will evaluate and collaborate with Colonial to determine the most effective implementation strategies at a future meeting to discuss specific goals and requirements per each client and the CLIENT.

Contract Award

- Begin data import to Fuelserve.net/Petronet
- Discuss specific project goals with Client
- Prepare preliminary project management goals
- Gather data from Client to analyze current freight/supply trends
- Begin roll-out of training program for CM/administrators
- Discuss best practice policies for deliveries with Client representatives
- Consult with Client representatives regarding new/used equipment plan

+4 month

- Prepare for inventory turnover at consigned sites as required
- Continue consultation on site-specific requirements, gather local knowledge for Supply and Logistics Team
- Roll out online user training
- Collaborate with Client with high volume delivery schedules, needs
- Complete client training
- Finalize any remaining issues
- Survey clients on training, preparation of contract start

+6 weeks

- Contract starts

+8 weeks

- First contract review – follow up to check for any issues



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The Problem Escalation Procedures (PEPs) are defined through the below chart. Colonial strives to streamline the PEP while maintaining responsibility for any issues which are the fault of Colonial or circumstances which may occur during regular operations.

For emergencies, please see 3-10 – Emergency Response Plan. Colonial is experienced with issues related to supply and disruptive events such as hurricanes and other weather events and is prepared to help support the State any way that is necessary to ensure continuity of supply. Colonial regards the supply of fuel to our first responders and security services as paramount to the security and safety of all. Foreseen emergencies such as weather events require near-constant communication and preparation through our supplier and carrier network, and Colonial is committed to providing the State fuel in any emergency where it is safe to do so.

For all other issues or problems arising from the execution of the contract, Colonial will work diligently through our dedicated teams for clients with a personal touch. Each issue will be handled by a live person who will expeditiously solve the issue until it is resolved immediately. Follow-ups will occur through the same individuals. Colonial is a fairly flat organization, which allows for more personal service for customers.

Colonial wishes to emphasize the tight-knit group of Sales Analysts who will be managing the Client invoicing and billing issues. This team of four will provide high touch, dedicated, and expert care for all Client' billing needs. Each issue will be handled separately with speed and precision and follow ups and internal recalibrations will be required of the team to ensure issues do not arise again.

Please see the PEP Workflows on the next page.



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Problem Escalation Procedure Workflows

PEP for issues with supply, delivery, invoicing, maintenance, or general Colonial services/requests:

Problem communicated to Colonial Team (Logistics or Service)

Managers, Scott (Supply/Logistics) and Scotti (Service/Billing)

VP, Jim Mercer

President



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Key Personnel

Colonial Oil Industries, Inc.



Scott Lawall – Supply and Logistics Manager



Colonial Oil Industries, Inc.

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Mr. Lawall oversees the daily execution of supply, logistics, and customer service for Colonial, and is responsible for a team of fuel supply and logistics coordinators that handle fuel orders, inventory management, and deliveries to thousands of customer locations across the eastern US. He has nearly a decade of experience in customer account management, fuel supply purchasing, common carrier management, driver training and supervision, and is passionate about the petroleum industry. Mr. Lawall is a certified Lean Six Sigma Green Belt and Smith Driver Training Instructor. Scott can be reached at 912.655.9060 or at slawall@colonialfls.com.



Adam Barnett – Sales Development Manager

Mr. Barnett currently coordinates sales, marketing, supply, risk management, customer service, and credit functions to ensure group execution on all customer contracts. He leads the team that generates customized proposals for a wide variety of Wholesale, Retail, Commercial, Marine, and Industrial customers. Adam joined the petroleum industry in 2011 and has worked in a variety of roles in marketing, supply, logistics, fleet operations, driver dispatching, management and training, and commodity pricing analysis prior to joining Colonial in 2019. He has a BS in Business Management and Technology from Pensacola Christian College. Adam can be reached at 912.675.0865 or abarnett@colonialoil.com.

Mr. Barnett and his team will provide all support necessary for any additional resources that the client may require through the life of the contract. The Sales Development Team will be the primary point of contact through contract negotiations and discussions before contract award.



Lloyd Boren – Transport Operations Manager

Mr. Boren oversees all Fleet Operations at Colonial, and is responsible for freight business development, recruitment, and training of drivers, as well as DOT and Hazmat compliance, safety, and delivery performance of Colonial's fleet of fuel transports. Lloyd has nearly 15 years of experience as a driver, driver supervisor, and manager of fleet operations in a variety of roles at UPS, PepsiCo, and Circle C Ag. He has a degree from Kansas State University, is certified as a Smith Driver Training Instructor, and is a Coast



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Guard certified PIC Port Captain. Lloyd can be reached at 912.657.1043 or lboren@colonialfls.com.

Mr. Boren brings vast expertise in dealing with common carriers and logistics and will provide support to Mr. Lawall's teams providing services and fuel deliveries.

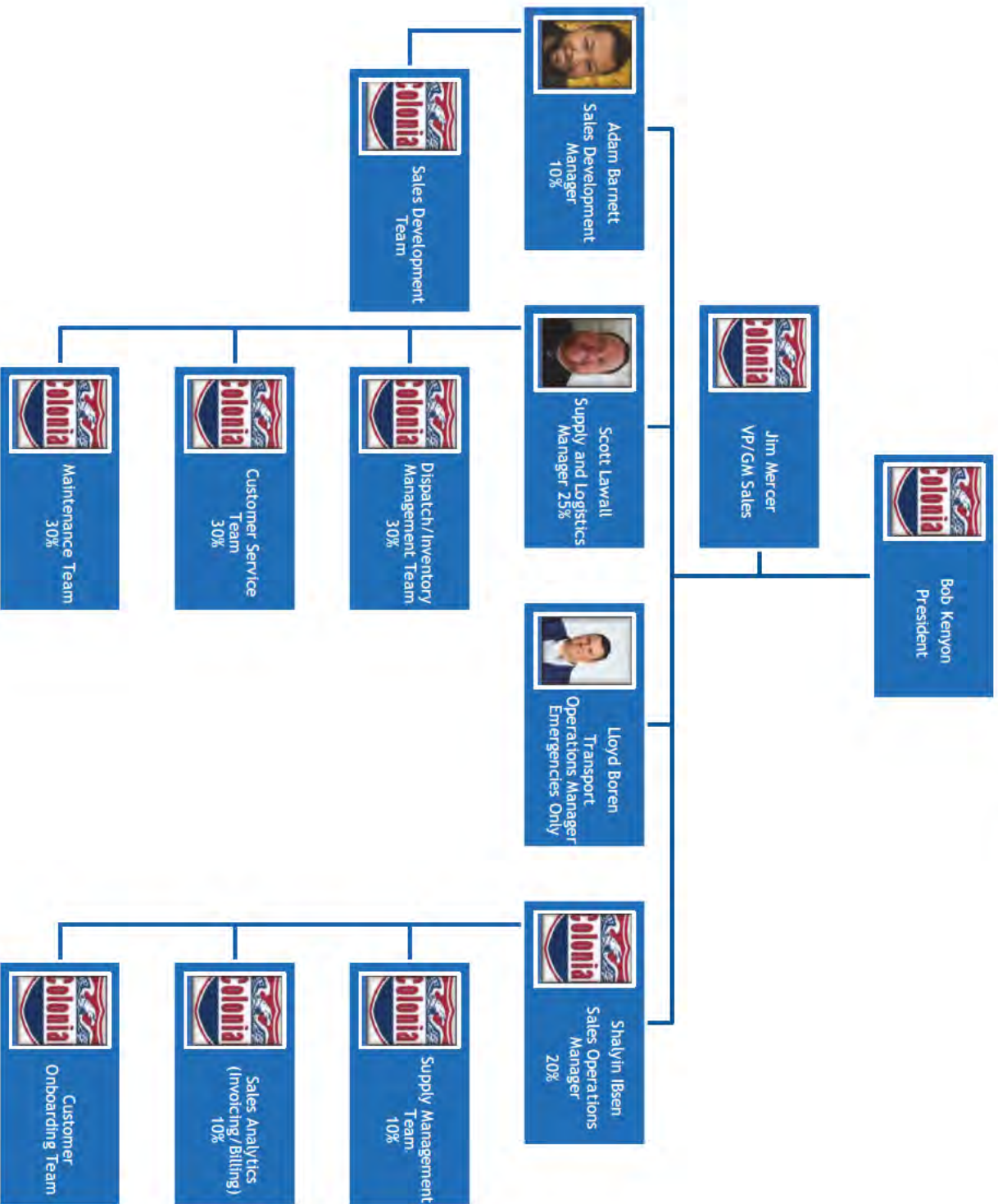


Jim Mercer – Vice President Sales

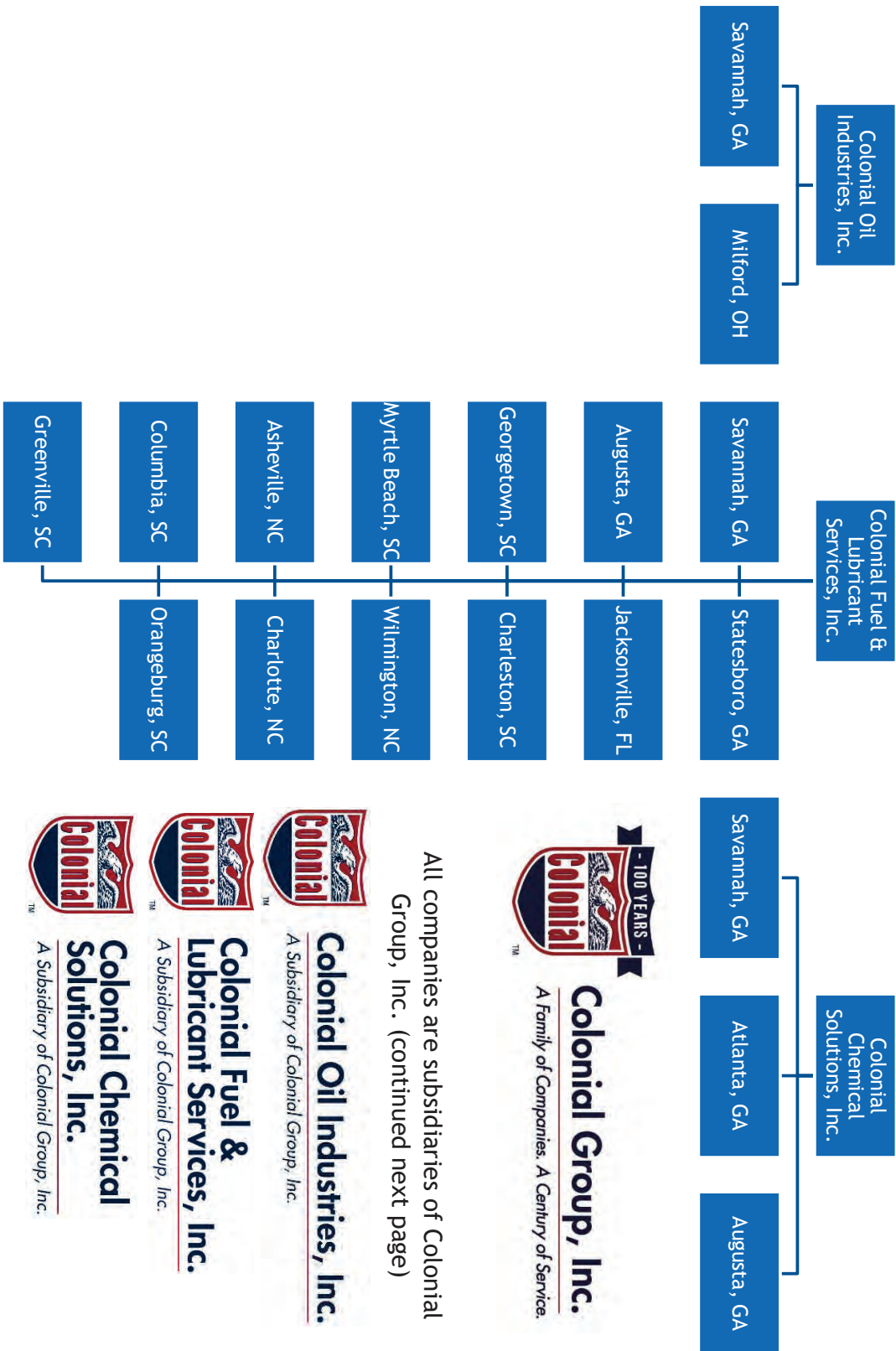
Mr. Mercer oversees the Wholesale, Commercial, Government, and Industrial Sales teams at Colonial. With over 36 years' experience with Colonial in a variety of retail and wholesale operations and sales roles, Jim's industry knowledge and experience helps his team to craft solutions that improve supply security and lower customer fueling costs. Jim has a BS in Business Management from the University of Georgia. Jim can be reached at 800.944.3835 or jmercer@colonialoil.com.

Mr. Mercer's 36-plus years of experience in every sector of the retail and wholesale operations brings tremendous value to the general oversight of the contract and Mr. Mercer will advise and help any and all teams with the satisfactory execution of the contract.

Colonial Oil Organizational Chart



Colonial Group, Inc. Organizational Chart (Continued)



Colonial Group, Inc.
A Family of Companies. A Century of Service.

All companies are subsidiaries of Colonial Group, Inc. (continued next page)



Colonial Oil Industries, Inc.
A Subsidiary of Colonial Group, Inc.



Colonial Fuel & Lubricant Services, Inc.
A Subsidiary of Colonial Group, Inc.



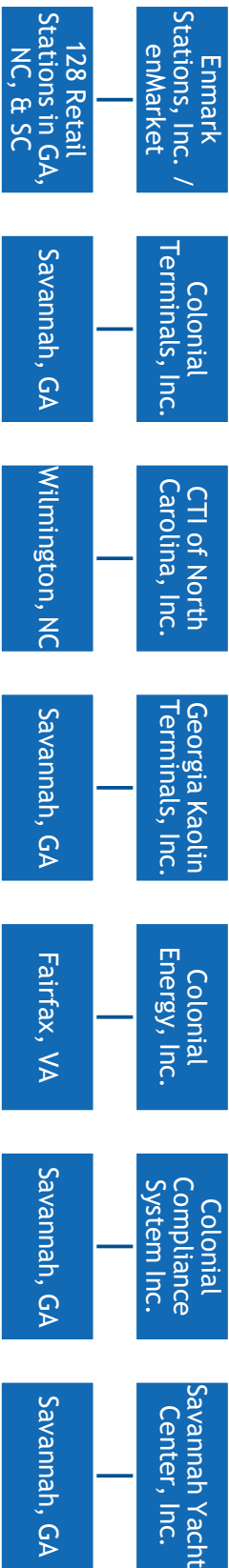
Colonial Chemical Solutions, Inc.
A Subsidiary of Colonial Group, Inc.

Colonial Group, Inc. Organizational Chart (Continued)



Colonial Group, Inc.
A Family of Companies. A Century of Service.

All companies are subsidiaries of Colonial Group, Inc.



COLONIAL COMPLIANCE SYSTEMS, INC.
MARITIME REGULATORY CONSULTANTS



Savannah Yacht Center



Colonial Energy, Inc.
A Subsidiary of Colonial Group, Inc.



Colonial Terminals, Inc.
A Subsidiary of Colonial Group, Inc.



Georgia Kaolin Terminals, Inc.
A Subsidiary of Colonial Group, Inc.



CTI of North Carolina, Inc.
A Subsidiary of Colonial Group, Inc.



Colonial Oil Industries, Inc.

A Subsidiary of Colonial Group, Inc.

July 21, 2022

Key Contacts

Contract Contact:

Adam Barnett
Sales Development Manager
101 North Lathrop Avenue
Savannah, GA 31415
912-443-6590
coisales@colonialoil.com

Operations and Ordering Contact:

Supply and Logistics Team
2112 Rankin Street
Savannah, GA 31402
855-468-2357
transportfuelorders@colonialoil.com

Account Executive:

Scott Lawall
Supply & Logistics Manager
2112 Rankin Street
Savannah, GA 31402
912-655-9060
slawall@colonialoil.com

Billing Contact:

Sales Operations Team
2112 Rankin Street
Savannah, GA 31402
855-468-2357
saco@colonialoil.com



Colonial Oil Industries, Inc.

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Tab 5 - Products and Services

Colonial can provide all petroleum products currently deliverable from rack terminals across the United States. Colonial serves well over 200+ customers throughout the East Coast, extending as far west as Illinois and Texas. Colonial operates terminals in Savannah, GA and Wilmington, NC and has rack accounts with major refiners/suppliers and supply contracts at terminals throughout the USA.

Products include:

- TxLED
- ULSD #1
- ULSD #2
- Biodiesel blends
- B100
- Dyed Diesel (all blends/products)
- E85 Gasoline
- E10 Grades of gasoline (87, 89, 93)
- Conventional (non-ethanol) gasoline

Colonial can access any terminal in the states specified in the RFP response. The range for delivery from these terminals is unlimited. Deliveries would be scheduled either by using tank telemetry to automatically deliver and manage inventory, or clients can call and have loads delivered.

Tax exempt agencies are not billed any taxes after providing the required certificates.



Colonial Oil Industries, Inc.

A Subsidiary of Colonial Group, Inc.

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Tab 6 - References

Please see following pages for references.



Colonial Oil Industries, Inc.

A Subsidiary of Colonial Group, Inc.

Growing a Business. Building a Family.

Tab 7 - Pricing

Pricing for all products will be quoted at OPIS Gross Contract Average $-\$0.0100$ by specific market. Specific market is defined as the closest OPIS City to the fuel's final destination.

Freight pricing is not included and will be charged as a separate line item. Fuel surcharges will also be a separate line item. Given the recent volatility in the freight market specifically related to petroleum products, each entity will receive an individualized freight quote that is valid in their specific market.

Applicable taxes will be charged as line items on the client's invoice. Tax exempt certificates must be provided before delivery.



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Tab 8 - Value added services

Colonial offers hedge programs and equipment services to be provided upon request. Quotes for equipment installation and maintenance can be requested. Colonial can provide tanks, pumps, and whatever else the end-user needs to dispense fuel.

Customers can purchase equipment outright, have Colonial own certain pieces of equipment, or clients can elect to have the cost of equipment amortized over a specified contract for fuel and equipment as an adder to every gallon sold.

Please see the "Fuel Hedge Strategy" handout attached after this page.



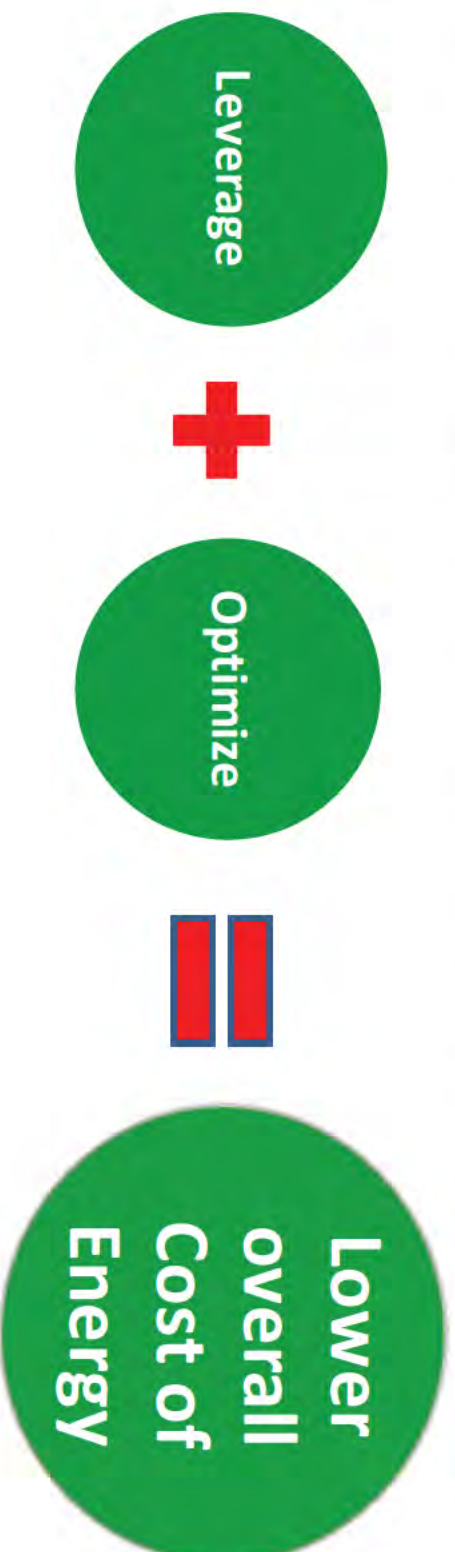
Fuel Hedge Strategy





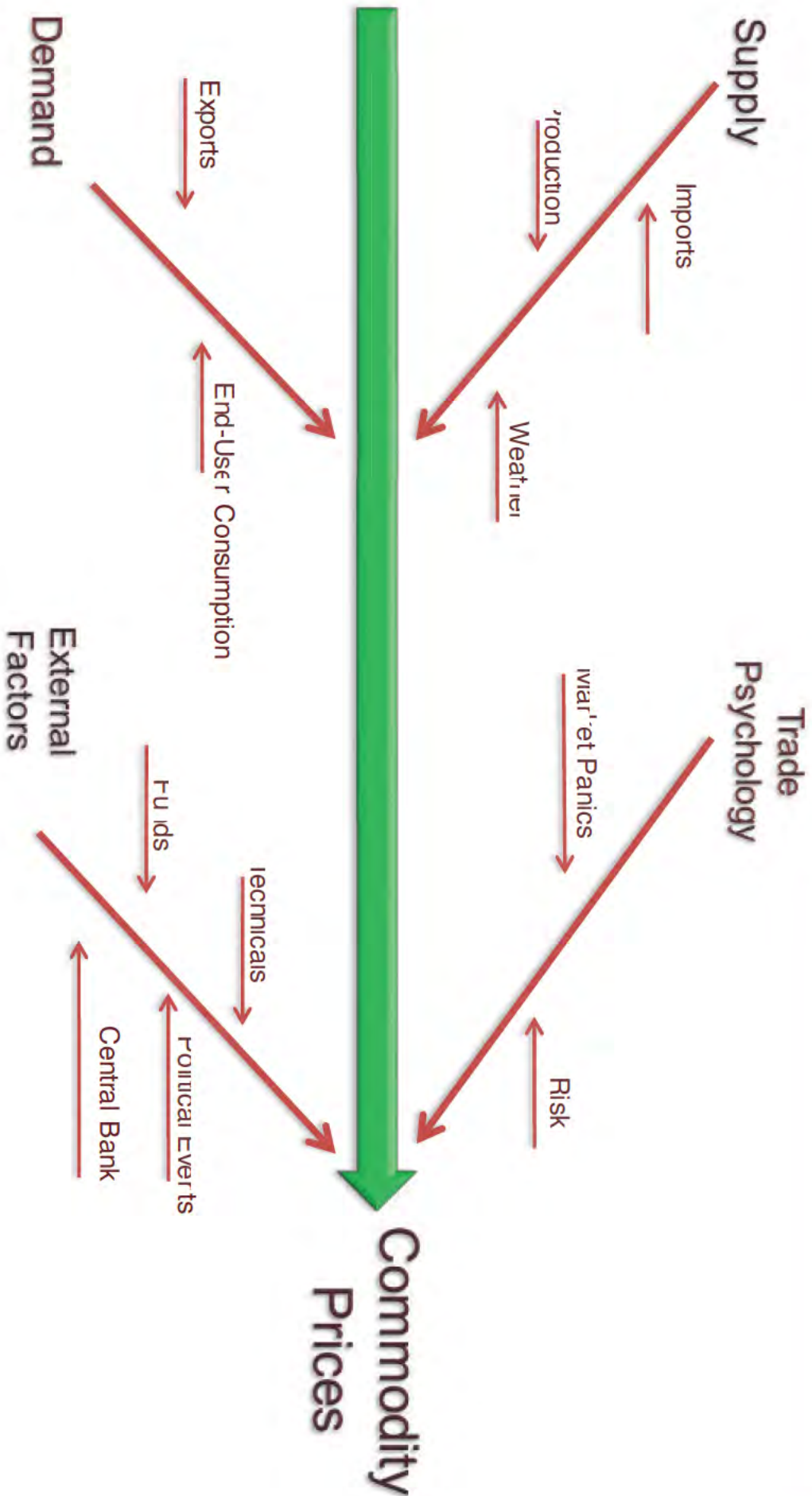
Hedging is often a key part of the solution

Colonial Oil is one of the largest energy supply and logistics companies in North America, with over \$4b in petroleum and lubricants sales last year. We have over 4,000 customers of all sizes in every major industry that we work with to lower their total cost of energy.





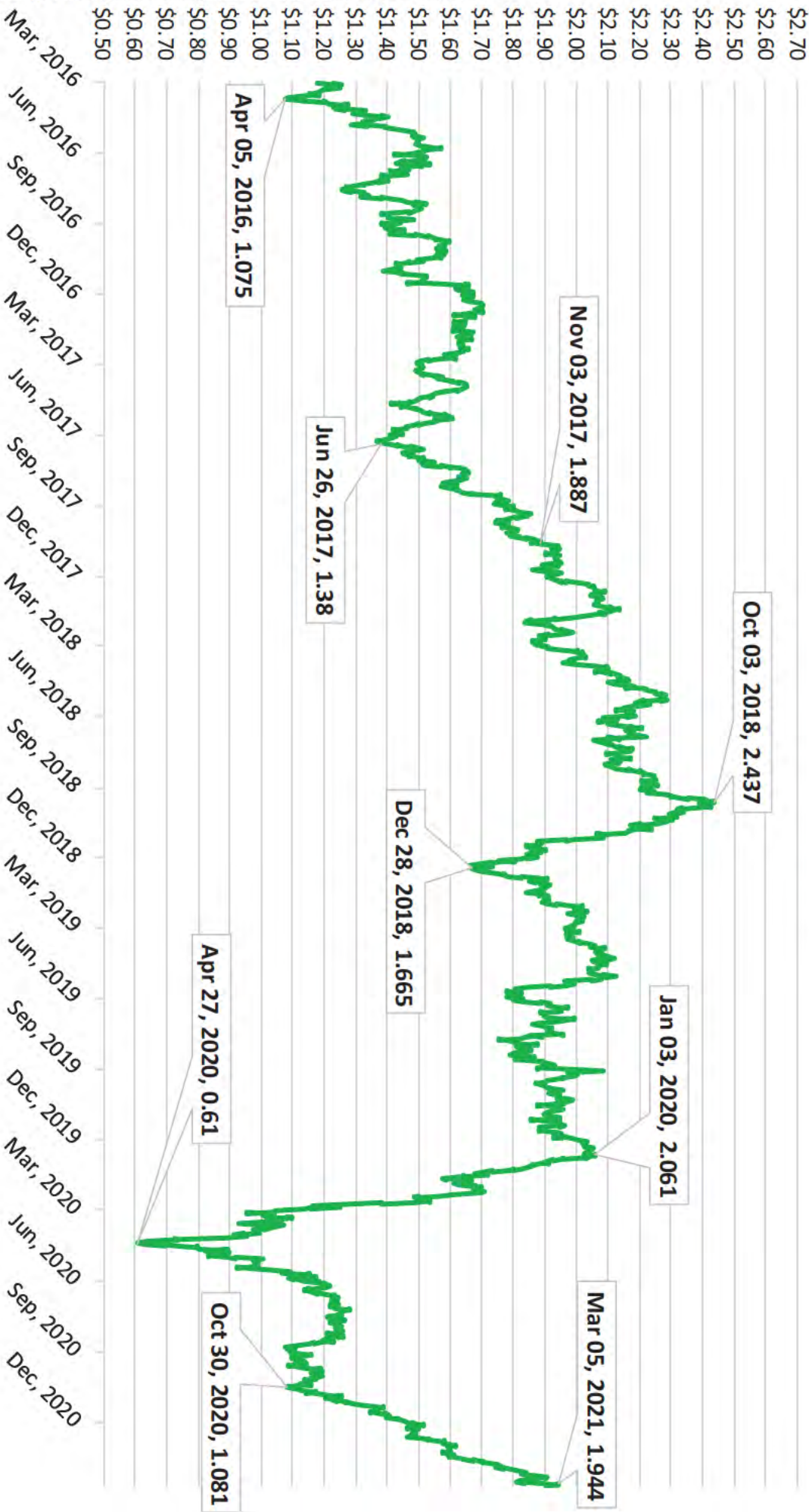
What Actually Drives Commodity Prices?





Who should hedge? Anyone with fuel as a material, unrecoverable expense

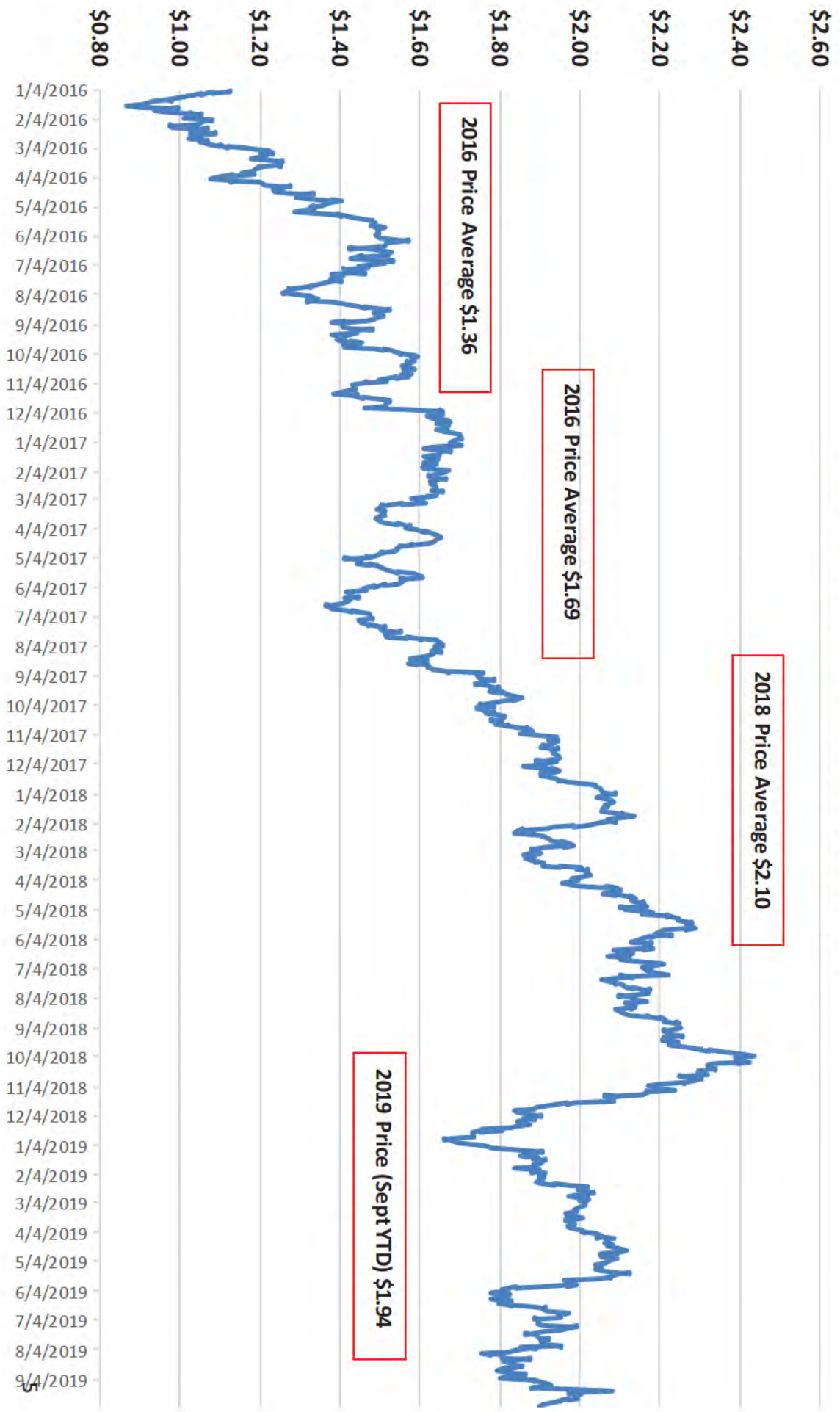
Historical NYMEX Futures March 2016 - Present





Who should hedge? Anyone with fuel as a material, unrecoverable expense

ULSD Futures Jan 2016-Sept 2019





Are You Long, Short, or Hedged?

If you consume fuel, you can only have one of these three positions:

Position	Description
Short	You profit from prices going down
Long	You profit from prices going up
Hedged	You are price neutral

“SPECULATOR” – A long or short position in a market that has potential for financial gain or loss from price fluctuations



Hedge How and Where You Buy

Correlation of Actual vs. Hedge

Market	NYMEX HO	DOE Retail Avg.	Colonial Hedge
Atlanta, GA	85.10%	81.60%	100%
Cleveland OH	71.50%	63.80%	100%
Jacksonville FL	88.20%	81.60%	100%
Chicago IL	69.60%	74.20%	100%
Baltimore MD	82.30%	80.10%	100%
Pittsburg PA	76.90%	74.90%	100%
Selma NC	89.90%	86.20%	100%
Average	80.5%	77.5%	100.0%

Ineffective Hedging

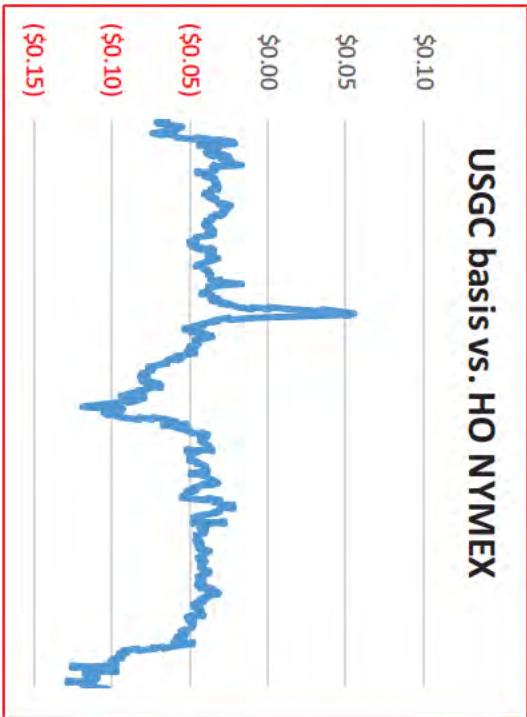
Your hedge is not 100% correlated to **how** you buy.

Your hedge is not 100% correlated to **where** you buy.

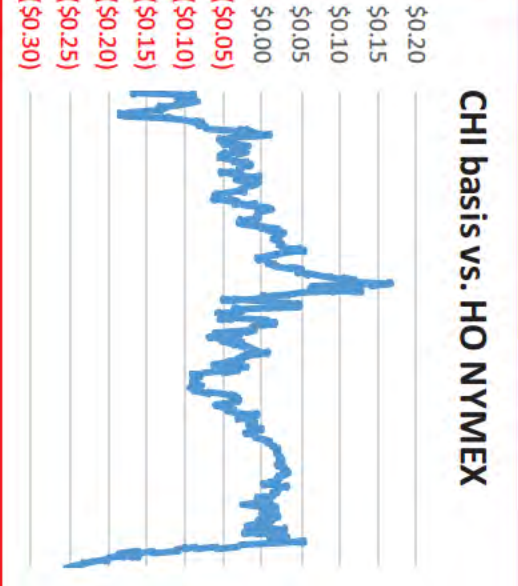
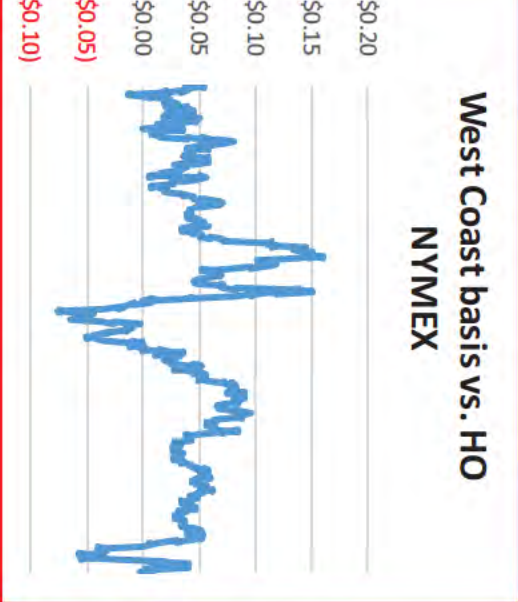
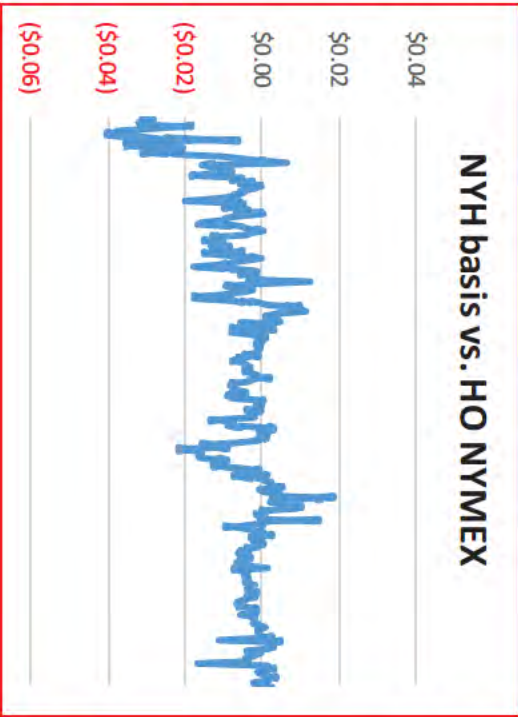
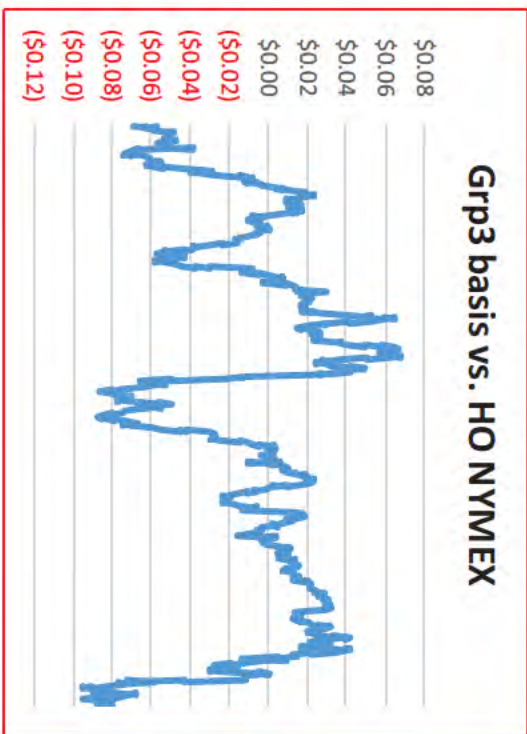
The result is you have not protected your business from volatile and rising fuel prices.



Hedge programs should match *where* you buy fuel, because regional markets vary dramatically



2017-2018 range of \$.26/gal to \$.04/gal spreads between cash market prices





Fuel Hedging Solution Requirements

Operating Requirements

- Org Structure
- Fueling Locations
- Fueling Type
- Volume by Product
- Seasonality



Financial Requirements

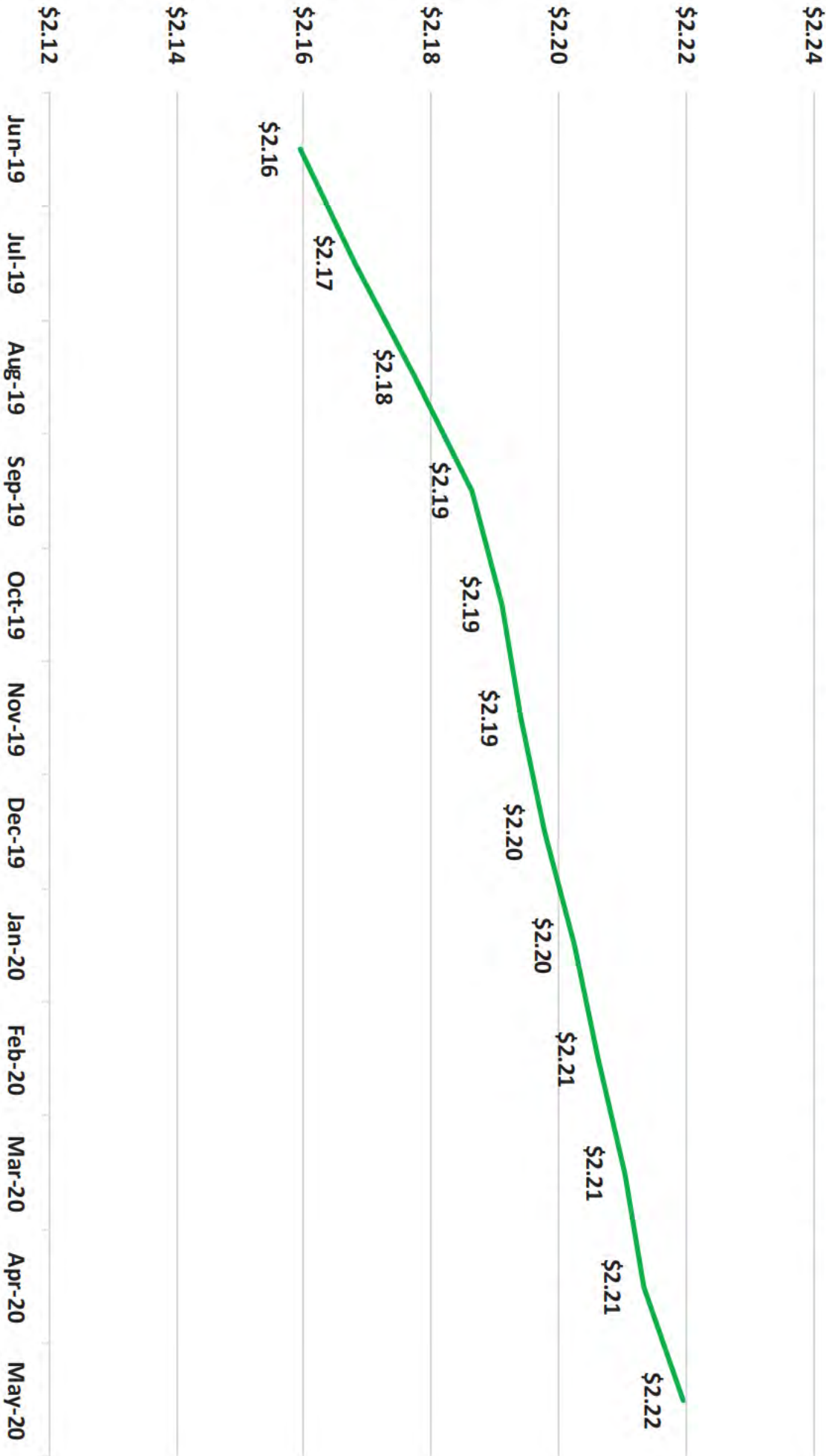
- Budget Period & Methodology
- Fuel Surcharge/Recovery Fees and Net Price Risk
- Budget vs. Market Tolerance





12-month indication for fixed price-Savannah

Transport Fixed Price ULSD \$2.20/gal June 2019 - May 2020

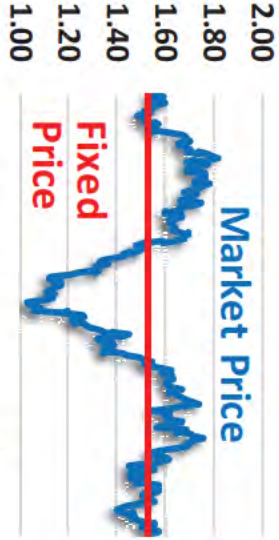




Fuel Hedging Simplified – Yet Customized

Simple fixed price

Get one fixed price for the whole length of the hedge. This is the cheapest and most common hedging option at Colonial.



Q1 Q2 Q3 Q4

Pre-buy physical barrels to store in the system

Nominate barrels 30 days in advance to ship to pipeline terminal for delivery to your locations. Storage tank lease paid monthly of (\$.01/gal per month)



Fixed Price w/ Escape

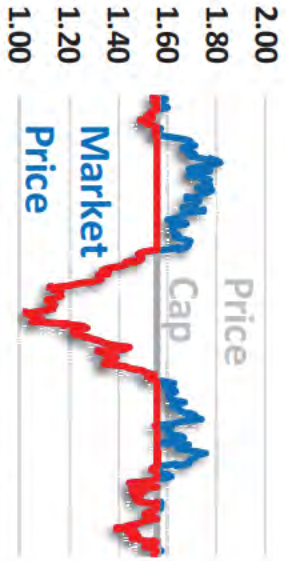
Pay one set price with complete upward protection. When prices go below the floor, your fixed price goes down penny-for-penny



Q1 Q2 Q3 Q4

Price Cap

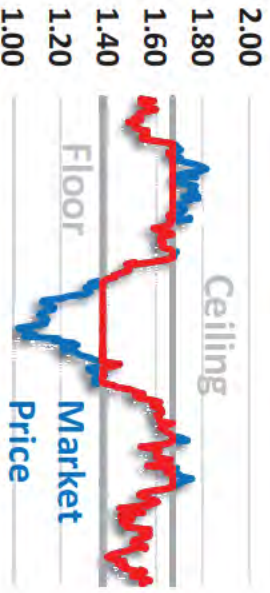
Set a ceiling price to prevent upward price risk while enjoying any market drops.



Q1 Q2 Q3 Q4

Costless Collar

You pay market price within the collar, never paying above the price ceiling or below the price floor.



Q1 Q2 Q3 Q4



Fuel Hedging Simplified

Flexibility

- ✓ Monthly or term prices
- ✓ Hedge seasonal or variable volumes in any month
- ✓ Bulk, Tank Wagon, Wet Hosing, Card Lock, or Retail

Simplicity

- ✓ One price for all your locations or per job
- ✓ Fixed price on invoice or monthly true up settlement
- ✓ Purchases billed at Rack Index price on all excess gallons

Protection

- ✓ Bid estimation/budget locked in "in the money"
- ✓ Hedge up to 36 months forward





Colonial Oil Industries, Inc.
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Tab 9 - Required Documents

Please see attached.

Tab 9 – Required Documents

- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), 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- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 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 agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror: Colonial Oil Industries, Inc.

Address: 101 North Lathrop Avenue

City, State, Zip: Savannah, GA 31415

Authorized Signature:

DocuSigned by:
Jim Merer
D518D9031864440...

Date: 07/20/2022

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Colonial Oil Industries, Inc.</u>
Print Name	<u>James Mercer</u>
Address	<u>101 North Lathrop Avenue</u>
City, State, Zip	<u>Savannah, GA 31415</u>
Authorized signature	<u> D518D9031694440...</u>
Date	<u>07/20/2022</u>

Contractor Requirements

**Contractor Certification
Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

DocuSigned by:
Jim Mercer
D518D9031894440...

Date

07/20/2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name Colonial Oil Industries, Inc.

Address 101 North Lathrop Avenue

City/State/Zip Savannah, GA 31415

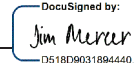
Telephone No. 800-944-3835

Fax No. _____

Email address coisales@colonialoil.com

Printed name James Mercer

Position with company Vice President of Sales

Authorized signature  _____

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof 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 the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, 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, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this 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 Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this 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, marital status, 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 that are flowed to Contractor from Awarding Participating Agency.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)

implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

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*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. 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 other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency 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 prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, 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.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8 , 2016, 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. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, 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 the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, 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.

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 the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above 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.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

DocuSign Envelope ID: 6F5F9784-C52F-4994-9FB6-3D18ED40DDAA

THIS CERTIFICATE MUST BE PUBLICLY DISPLAYED AS PROVIDED BY LAW



STATE OF GEORGIA
DEPARTMENT OF REVENUE
Sales and Use Tax Division

DUPLICATE

CERTIFICATE OF REGISTRATION

Issued pursuant to the Retailers' and Consumers' Sales and Use Tax Act of 1951, as amended

SAID PERSON NAMED HEREON IS AUTHORIZED AND EMPOWERED TO COLLECT GEORGIA SALES AND USE TAX, METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, LOCAL OPTION, SPECIAL COUNTY AND MOTOR FUEL.

STATE TAXPAYER IDENTIFIER	EFFECTIVE DATE	CERTIFICATE NUMBER
20000163547	07-01-61	025-73-01199-0

IMPORTANT
This Certificate is
NON-TRANSFERABLE

See back of this Certificate for
further information
and instructions

**COLONIAL OIL INDUSTRIES INC
COLONIAL OIL INDUSTRIES INC
P O BOX 576
SAVANNAH GA 31402**

**LATHROP AVENUE
SAVANNAH**

Marion E. Alkins
COMMISSIONER OF REVENUE

EACH PLACE OF BUSINESS MUST BE REGISTERED SEPARATELY

Georgia Department of Revenue
REGISTRATION AND LICENSING
P.O. BOX 49512
ATLANTA, GA 30359-1512
Telephone: (877) 423-6711



aL084

Ronald Johnson Jr., Director, Taxpayer Services Division

Lynnette T. Riley, State Revenue Commissioner

COLONIAL OIL IND INC
101 N LATHROP AVE
SAVANNAH GA 31415-1054

Letter ID: L1603628880
Issued Date: 25-Apr-2018
License #: 00121-GR



Your Georgia Motor Fuel Distributor License, number 00121-GR with an effective date of January 01, 1961, is provided below. This license allows you to use Compressed Fuels.

As a licensed distributor you are required, on or before the twentieth (20th) day of each month in which your license is active, to file a monthly report on forms furnished by the Motor Fuel Tax Unit indicating your receipts, disposition and inventories, and pay any tax due for your previous calendar month's activity. Additionally, you are required to maintain complete records for a period of three (3) years for audit purposes. These records must show the name, address, and number of gallons delivered by you to each customer and/or usage of such fuels. You are further cautioned that the motor fuel tax must be paid on all sales made by you within this state, except as exempted in Title 48-9-3(b) (c) of the Motor Fuel Tax Law.

Your failure to file reports and pay tax on a timely basis will subject you to statutory penalties and interest and jeopardize your licensing privileges under the Georgia Motor Fuel Tax Law.

If you have any questions relating to your privileges and responsibilities under this license, please contact Bernice Waters at (404) 417-6703 or by mail at the address shown above.



GEORGIA MOTOR FUEL DISTRIBUTOR LICENSE

User - Compressed Fuels

COLONIAL OIL IND INC
101 N LATHROP AVE
SAVANNAH GA 31415-1054

License Number: 00121-GR

Effective: January 01, 1961

This license is issued under the terms of Georgia Motor Fuel Tax Law
Title 48, Chapter 9, Article 1 - Motor Fuel Taxes, Rules and Regulations of the State of Georgia

SEP - 6 1968

Duplicate License

MFD - 30

DEPARTMENT OF REVENUE
State of Georgia



License No. 00121

LICENSE OF DISTRIBUTOR OF MOTOR FUELS INCLUDING GASOLINE

Colonial Oil Ind Inc
Name

Savannah GA
Address

a distributor of all liquid petroleum products, including gasoline, which are susceptible of use as a fuel for the propulsion of motor vehicles on the public highways having paid the filing fee and having filed bond as required by the Motor Fuel Tax Law, is entitled to this license.

This license certificate so issued by the Commissioner of Revenue shall not be assignable, and shall be valid only for the distributor in whose name issued, and shall be displayed conspicuously in the principal place of business of said distributor in the State of Georgia.

This the 1st day of January, 1961.

DEPARTMENT OF REVENUE
MOTOR FUEL TAX UNIT
By:

Phillip M. Embry
Phillip M Embry
Assistant Division Director

000624

090188



Chatham County Occupational Tax

P.O. Box 8161 Savannah, GA 31412
Ph: 912-201-4302 Fax 912-201-4301

BUSINESS LICENSE CERTIFICATE

Business Name: COLONIAL OIL INDUSTRIES
DBA: COLONIAL OIL INDUSTRIES

Business Type(s): 424720 Petroleum and Petroleum Products
Merchant Wholesalers (except Bulk Stations
and Terminals)

Business Location: 101 N LATHROP AVE
SAVANNAH, GA 31402

Mailing Address: P O BOX 576
SAVANNAH, GA 31402-0000

Owner: R DEMERE

License Number: 04467

License Type: Occupational Tax

Issued Date: 2/25/2022

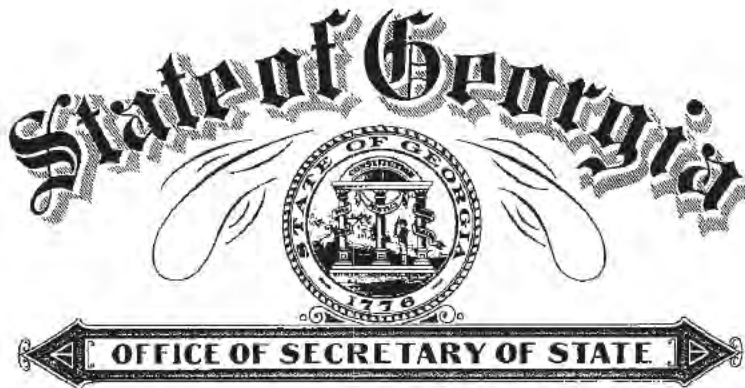
Classification: In Jurisdiction

Expiration Date: 12/31/2022

Fees Paid: \$4,775.00

Dominant Business Activity: OIL

TO BE POSTED IN A CONSPICUOUS PLACE



I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that

the articles of incorporation of "COLONIAL OIL INDUSTRIES, INC.", have been duly amended under the laws of the State of Georgia on the 22nd day of July, 1983, by the filing of articles of amendment in the office of the Secretary of State and the fees therefor paid, as provided by law, and that attached hereto is a true copy of said articles of amendment.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this 22nd day of July in the year of our Lord One Thousand Nine Hundred and Eighty Three and of the Independence of the United States of America the Two Hundred and Seven.

Max Cleland

SECRETARY OF STATE, EX-OFFICIO CORPORATION
COMMISSIONER OF THE STATE OF GEORGIA

ARTICLES OF AMENDMENT
of
COLONIAL OIL INDUSTRIES, INC.

1. The name of this corporation is COLONIAL OIL INDUSTRIES, INC.
2. The shareholders of said corporation have adopted the following amendments to the Articles of Incorporation of said corporation:

RESOLVED, that after this date capital stock of the corporation be issued in two classes and designated as (1) capital stock and (2) Class B capital stock. Both classes of stock shall have a par value of Six Dollars (\$6.00) per share. For each share registered in his or her name, the holder of each share of capital stock shall have one vote for each share at all shareholders meetings. The holders of Class B capital stock shall not be entitled to vote.

FURTHER RESOLVED, that as of this date all outstanding stock certificates of the corporation are hereby designated as capital stock, having full voting privileges. The corporation declares a stock dividend and issues twenty-four (24) shares of capital stock to the holder of each share owned and registered in his or her name on the books of the corporation as of this date. The par value of each share shall be reduced from One Hundred Fifty Dollars (\$150.00) per share to Six Dollars (\$6.00) per share immediately upon the issuance of the above described stock dividend so as not to change the stated capital of the corporation.

FURTHER RESOLVED, that the maximum number of shares of said capital stock which the corporation is authorized to have outstanding at any one time be increased from five hundred thousand (500,000) to two million four hundred twelve thousand five hundred (2,412,500) and the maximum number of Class B capital stock which the corporation is authorized to have outstanding at any one time shall be eighty-seven thousand five hundred (87,500) shares, to make a total authorized shares of all classes of stock two million five hundred thousand (2,500,000) shares.

3. These amendments to the Articles of Incorporation were adopted at a special meeting of the shareholders held at the office of the corporation, North Lathrop Avenue, Savannah, Georgia, on May 31, 1983, at 11:00 a.m.

4. (a) An affirmative vote of a majority of shares issued and outstanding in favor of the amendments was required to adopt the amendments.

(b) The number of shares outstanding and entitled to vote at this meeting was thirty-four thousand six hundred forty (34,640) shares.

(c) Twenty-eight thousand three hundred ten (28,310) shares were represented at this meeting in person or by proxy, and an affirmative vote of twenty-eight thousand three hundred ten (28,310) was cast in favor of the amendments.

IN WITNESS WHEREOF, COLONIAL OIL INDUSTRIES, INC. has caused these Articles of Amendment to be executed in its corporate name, duly attested and under its corporate seal, this 11th day of July, 1983.

COLONIAL OIL INDUSTRIES, INC.

By: *RAA Dornier*
President.

Attest: *G. Hubert Griffin Jr.*
Secretary



I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that

the thirteen pages of photographed printed matter hereto attached is a true and correct copy of the Articles of Incorporation, Certificate of Incorporation and amendment thereto for

"COLONIAL OIL INDUSTRIES, INC."

a corporation created under the laws of the State of Georgia, as the same appears of file and record in the Office of the Secretary of State.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this 15th day of July in the year of our Lord One Thousand Nine Hundred and Eighty Three and of the Independence of the United States of America the Two Hundred and Eight.

Max Cleland

SECRETARY OF STATE, EX-OFFICIO CORPORATION
COMMISSIONER OF THE STATE OF GEORGIA

ARTICLES OF AMENDMENT

1. The name of the corporation is COLONIAL OIL INDUSTRIES, INC.

2. The shareholders of said corporation have adopted the following amendments to the Articles of Incorporation of said corporation:

RESOLVED, that the par value of the common stock of this corporation be increased from ten cents (\$.10) per share to One Hundred Fifty (\$150.00) Dollars per share and that the maximum number of shares of said common stock which the corporation is authorized to have outstanding at any one time be increased from one hundred thousand (100,000) to five hundred thousand (500,000); and

FURTHER RESOLVED, that paragraph number 3 of said Articles of Incorporation be hereby amended to strike the last sentence thereof and to insert in lieu thereof the following sentence: "Within the limits between said maximum and the minimum capital allowed by law, the Corporation desires authority to increase or decrease, from time to time, the number of shares outstanding by a majority vote of the Board of Directors."

3. Said amendments were adopted by the shareholders at their meeting duly convened on February 13, 1975.

4. The affirmative vote of the holders of a majority of voting shares was required to adopt said amendment; there being 57,900 shares outstanding and entitled to vote, the affirmative vote of the holders of 28,951 shares was therefore required. At said meeting of February 13, 1975, the affirmative vote of the holders of 35,150 shares was obtained for said amendment.

5. Said amendments effect a change in the amount of stated capital of the corporation by increasing the par value of its common stock from ten cents (\$.10) per share to One Hundred Fifty (\$150.00) Dollars per share. There being 57,900 shares of stock outstanding, said amendments have the effect of increasing the stated capital represented by said stock from \$5,790 to \$8,685,000.

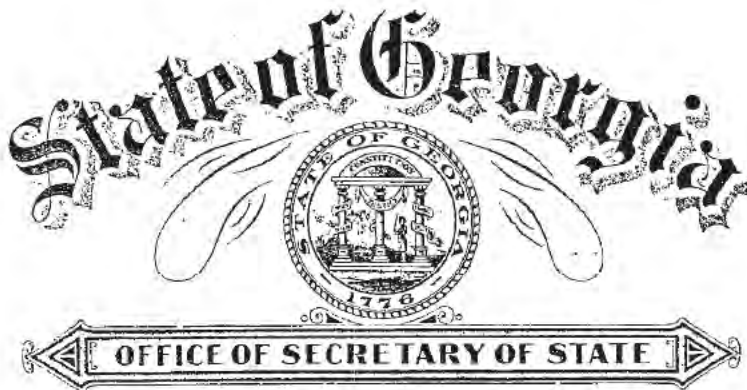
IN WITNESS WHEREOF, COLONIAL OIL INDUSTRIES, INC. has caused these Articles of Amendment to be executed in its corporate name and its corporate seal, duly attested, to be hereunto affixed, this 26th day of February, 1975.

COLONIAL OIL INDUSTRIES, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

DUPLICATE



I, Ben M. Fortson, Jr., Secretary of State of the State of Georgia, do hereby certify, that the articles of incorporation of "COLONIAL OIL INDUSTRIES, INC." were duly amended as set forth in the annexed articles of amendment granted by the Superior Court of Chatham County on the 3rd day of March, 1975, and filed with the Clerk of that Court on the 3rd day of March, 1975, that the original articles of amendment have been duly filed in the office of the Secretary of State and the fees paid therefor, as provided by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of office, at the Capitol, in the City of Atlanta, this 6th day of March in the year of our Lord One Thousand Nine Hundred and Seventy Five and of the Independence of the United States of America the One Hundred and Ninety-Ninth.

Ben M. Fortson, Jr.

SECRETARY OF STATE, EX-OFFICIO CORPORATION
COMMISSIONER OF THE STATE OF GEORGIA.

STATE OF GEORGIA

CHATHAM COUNTY

TO THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA

The petition of COLONIAL OIL INDUSTRIES, INC. respectfully shows the Court:

1. The Articles of Amendment of COLONIAL OIL INDUSTRIES, INC. executed by the President and attested by the Secretary are attached hereto.

2. Said Articles of Amendment are made a part hereof by reference.

WHEREFORE, petitioner prays that said Articles of Amendment of COLONIAL OIL INDUSTRIES, INC. be granted.

Juliana S. ...
Attorney for Petitioner

Adams, Adams, Brennan & Gardner
Post Office Box 1208
Savannah, Georgia 31402

ORDER

The Articles of Amendment of COLONIAL OIL INDUSTRIES, INC. having been examined and found lawful,

IT IS HEREBY ORDERED that said Articles of Amendment of COLONIAL OIL INDUSTRIES, INC. be and the same are hereby granted.

This 3rd day of March, 1975.

Frank S. ...
Judge, Eastern Judicial Circuit of Georgia

RECEIVED
MAR 6 8 17 AM '75
SEN W. FORTSON
SECRETARY
OF STATE

GEORGIA

CHATHAM COUNTY

Before me personally appeared W. B. Henry,
who being by me duly sworn, deposes and says that;

1. Deponent is an agent of Southeastern Newspapers Corporation,
a Georgia corporation, doing business in Chatham County, Georgia, as
"Savannah News-Press";

2. Said corporation is, and during the twelve (12) months period
immediately preceding the execution hereof, has continuously been, the
publisher of Savannah Evening Press, a daily newspaper having a general
circulation;

3. Said newspaper is, and during said twelve (12) months period
has continuously been, the official organ of said county;

4. There has been deposited with said corporate publisher the
sum of Sixty (\$60.00) Dollars in prepayment of publishing in said Savannah
Evening Press once a week for four (4) consecutive weeks a notice

- (1) ~~stating that Articles of Incorporation have been granted to~~
- (2) stating that Articles of Amendment have been granted to
- (3) ~~of a Statement of Intent to Dissolve by~~

Colonial Oil Industries, Inc.

5. A copy of the notice so tendered for publication has been by
deponent attached hereto;

6. Said publisher has duly authorized deponent to make this
affidavit in its behalf.

W. B. Henry
Deponent

Sworn to and subscribed before me
this 3rd day of March, 1975.

W. B. Henry
Notary Public, Chatham County, Georgia.
(Notarial Seal) W. B. HENRY
Notary Public, Chatham County, Ga.
My Commission Expires June 21, 1976

- (1) Sec. 22-803 (d) (2)
- (2) " 22-905 (c)
- (3) " 22-1307



CLERK'S OFFICE

SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA

I, BEN P. AXSON, Clerk of the Superior Court of said County, do hereby certify that the foregoing two (2) pages of typewritten matter constitute a true and correct copy of the original application for PETITION FOR AMENDMENT

"COLONIAL OIL INDUSTRIES, INC."

the original order of the Judge thereon, and the filing of the Clerk thereon, and receipt for the costs which have been paid to the Clerk, all as appears from the Records of this office.

IN TESTIMONY WHEREOF, I have hereunto set my official signature and the seal of said Court this 3 day of March 19 75.



Clerk Superior Court, Chatham County, Georgia

State of Georgia



OFFICE OF SECRETARY OF STATE

Ben W. Fortson, Jr.,
I, ~~John B. Wilson~~, Secretary of State of the State of Georgia, do hereby certify, that

"COLONIAL OIL INDUSTRIES, INC."

was on the 1st day of July, 1946
duly incorporated under the laws of the State of Georgia by the Superior Court of Chatham County for a period of thirty-five years from said date, in accordance with the certified copy hereto attached, and that a certified copy of the charter of said corporation has been duly filed in the office of the Secretary of State and the fees therefor paid, as provided by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of office, at the Capitol, in the City of Atlanta, this 3rd day of July, in the year of our Lord One Thousand Nine Hundred and Forty-six and of the Independence of the United States of America the One Hundred and Seventieth.

SECRETARY OF STATE, EX-OFFICIO-CORPORATION
COMMISSIONER OF THE STATE OF GEORGIA

IN THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA.

IN RE:

COLONIAL OIL INDUSTRIES, INC.

The within petition for the incorporation of COLONIAL OIL INDUSTRIES, INC., having been presented to me for examination, and it appearing to me that the application is within the purview and intention of the laws of this State,

And there having been presented to me a certificate from the Secretary of State declaring that the name of the proposed corporation is not the name of any other existing corporation registered in the records of the Secretary of State,

It is CONSIDERED, ORDERED and ADJUDGED, that the foregoing petition be and it is hereby granted and that petitioners for themselves and their associates be and they are hereby incorporated under the name of "COLONIAL OIL INDUSTRIES, INC." with all the powers and all the limitations prayed for in the petition.

In Open Court this July 1st, 1946.

David S. Atkinson

Judge, E. J. C., Georgia.

A TRUE COPY

Petition for Incorporation
and Order thereon
Filed in office July 1st, 1946
John R. Fawcett
Dep. Clerk S.C.C.Co.Ga.

John R. Fawcett
Deputy Clerk Supr. Ct. U. Co. Ga.

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4. The principal office of the Corporation is to be located in Chatham County, Georgia, but the Corporation desires the privilege of establishing branch offices and places of business elsewhere.

5. The Corporation desires the powers now or hereafter given by law to every corporation by virtue of its existence as such and the additional powers set forth in Section 22-1828 of the Code of Georgia of 1933, except insofar as said powers may be added to or limited as hereinafter set forth.

6. Notwithstanding anything to the contrary in the General Laws of Georgia, the Corporation desires the following powers:

(a) Power, at its option, to purchase, at any time or times, all or any part of the stock owned by any stockholder or stockholders for cash at its then book value as ascertained by the Directors of the Corporation, without purchasing all or any part of the stock owned by any other stockholder or stockholders and without selecting the shares to be purchased by lot; provided, that any stockholder whose shares are to be purchased shall be given at least fifteen days written notice, addressed to him at the address shown on the records of the Corporation, that the Corporation has elected to purchase his stock and the book value at which it will be purchased and the time and place at which it shall be surrendered for purchase. Said stock need not necessarily be purchased from the surplus of the Corporation's assets over its liabilities or from earned surplus, but may be purchased from such funds as the

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Directors may consider available for that purpose. The Corporation also desires the right, at its option, either to retire the stock so purchased or to reissue it to other persons, but if any stockholder whose stock is selected for purchase fails or refuses to surrender it for purchase at the time and place specified in the notice, the Corporation desires the right to retire the said stock without further notice to the stockholder and to deposit its book value in escrow, to be paid to the owner on surrender of the certificates properly endorsed.

(b) Power to provide in its by-laws that the presence of a stockholder at a stockholders' meeting, or his representation there by proxy, shall constitute a waiver of any and all notice of said meeting.

(c) Power to sell, transfer and exchange all or any portion of its property or assets, including its good will and corporate franchises, on the vote of a majority of its outstanding common stock entitled to vote.

7. The only class of stock presently to be issued is common stock of the par value of Ten cents per share, each share of which is to be entitled to one vote.

Lawton & Cunningham

Petitioners' Attorneys.

IN THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA.

IN RE:

COLONIAL OIL INDUSTRIES, INC.

Application for Charter.

The petition of A. R. LAWTON, JR., GEORGE O'DONNELL and JULIAN C. SIPPLE, whose Post Office address is Box 527, Savannah, Georgia, respectfully shows:

1. Petitioners desire for themselves and their associates to be incorporated under the name of "Colonial Oil Industries, Inc."

2. The general nature of the business to be transacted is buying, selling, storing, exchanging, and dealing in petroleum products and other personal property, and transporting the same, but not as a common carrier, for pecuniary gain and profit.

3. The amount of capital with which the Corporation will begin business will be Three thousand (\$3,000.00) Dollars divided into thirty thousand shares of common stock of the par value of Ten Cents (\$0.10) a share. The maximum number of such shares which the Corporation is to be authorized to have outstanding at any one time is one hundred thousand. Within the limits between said maximum and the minimum capital of \$500.00 allowed by law, the Corporation desires authority to increase or decrease, from time to time, the number of shares outstanding by a majority vote of its outstanding stock entitled to vote.

STATE OF GEORGIA }
COUNTY OF CHATHAM }

Personally appeared before the undersigned officer,
duly authorized to administer oaths, Mima Furse,
who, on oath deposes and says that she is the duly authorized
agent of the MORNING NEWS, INC., a corporation created and
existing under the Laws of the State of Georgia, and that
said corporation publishes the Savannah Evening Press, a
newspaper having general circulation and whose principal
place of business is in Chatham County, Georgia, and that
there has been deposited with said newspaper the costs,
to-wit, Thirty-Six dollars (\$36.00) of
publishing four insertions, once a week for four weeks, of
the application for Charter
of Colonial Oil Industries, Inc.

With the order of the Judge thereon.

Sworn to and subscribed before
me this 1st day of July 1946. Mima Furse

Viola F. Schwab
Notary Public, Chatham County, Georgia.



IN THE SUPERIOR COURT OF CHATHAM COUNTY _____ JUNE _____ TERM, 1946

IN RE:-

Incorporation of - COLONIAL OIL INDUSTRIES, INC.-

		Bill of Costs
Clerk's Fee for Record proceedings	1000	Words
at 15c per 100 words		\$ 1.50
Clerk's Fee as prescribed by the Statute		\$5.00
Total - - - -		\$6.50

Received Payment 1st day of July, 1946

William B. Scott

Clerk Superior Court, Chatham County, Georgia.

CLERK'S OFFICE

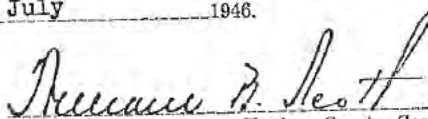
SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA

I, WILLIAM B. SCOTT, Clerk of the Superior Court of said County, do hereby certify that the foregoing Five (5) pages of typewritten matter constitute a true and correct copy of the original application for Incorporation of

- COLONIAL OIL INDUSTRIES, INC. -

the original order of the Judge thereon, and the filing of the Clerk thereon, and receipt for the costs which have been paid to the Clerk, all as appears from the Records of this office.

IN TESTIMONY WHEREOF, I have hereunto set my official signature and the seal of said Court this 1st day of July 1946.



Clerk Superior Court, Chatham County, Georgia.