

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0142)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and TriStar Energy, LLC of Nashville (“VENDOR”), who mutually agree as follows:

1. CITY issued on May 26, 2015 Purchasing Office Solicitation No. 2015-040, a procurement solicitation for quotes for the supply and delivery of an unknown quantity of winterized diesel fuel for multiple generators at multiple delivery sites (“SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a quote dated May 28, 2015 (“SUBMITTAL”), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR intends for TriStar Energy, LLC to function as supplier and for TriStar Transport, LLC of Nashville to function as hauler.
4. CITY’s Insurance Requirements as specified in SOLICITATION are hereby revised to be as follows:

Type of Coverage	Limits of Coverage	Certificate of Insurance	Required of
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement	Both supplier and hauler
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement	Only hauler
Workers Compensation	Statutory limits	Certificate Holder only	Only hauler
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only	Only hauler
Environmental liability including bodily injury, property damage, legal expenses, and clean-up costs related to the pollution liability exposure associated with the transport of chemical products	\$1,000,000 combined single limit	Certificate Holder only	Only hauler

5. VENDOR has now also submitted two (2) Certificates of Insurance, one for “Tri-Star Energy LLC” and one for “Tri-Star Transport LLC, Tri Star Service LLC,” a copy of each which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s Insurance Requirements as indicated above.

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6. If and when insurance coverage documented by Certificates of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as indicated above.
7. In the event that insurance coverage documented by Certificates of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
8. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
9. VENDOR has now also submitted a CITY Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein.
10. CITY awarded on the date of execution of this AGREEMENT and now desires to retain VENDOR to supply and deliver an unknown quantity of winterized diesel fuel for multiple generators at multiple delivery sites, pursuant to SOLICITATION and SUBMITTAL.
11. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS 4th DAY OF June 2015

For VENDOR:

Beverly Harwood
(signature of VENDOR's authorized representative)

TITLE: Commercial Fuel
Office manager

For CITY:

E. S. Studsey
(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Kristen A. Coen
Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2015-0142)

Attachment No. 1

SUBMITTAL

**Request for Price Quote
Delivery of Diesel Fuel
City of Franklin, Tennessee**

The City of Franklin desires to purchase the supply and delivery of an unknown quantity of winterized diesel fuel for multiple generators at multiple delivery sites.

Specifications

1. Price quotes are due by 12:00 p.m. (noon) Central Time on Thursday, May 28, 2015.
2. Price quotes shall be submitted in writing, using the form below, to the City of Franklin Purchasing Office in any one of the following means:
 - Mail or delivered to:
 City of Franklin Purchasing Office
 109 3rd Ave. South, Suite 107
 Franklin, TN 37064
 - E-mailed to: purchasing@franklintn.gov.
 - Faxed to: 615/550-0079.
3. Pricing should be quoted per gallon for winterized ultra-low-sulfur diesel fuel OR winterized off-road diesel, whichever is less, for all generators. The City of Franklin is exempt from federal fuel taxes.
4. Quantity is unknown at this time. Each generator fuel storage tank is to be filled to capacity.
5. Pricing for the fuel should include delivery and pumping into the generator's fuel storage tank (fuel delivery truck should supply its own hose and ability to pump or gravity-feed the fuel into the generator's fuel storage tank) at the following delivery sites:

Delivery site number	Delivery site name	Delivery site location
1	City of Franklin radio antennae tower and water tank site	2020 Liberty Pike, Franklin, 37067
2	City of Franklin radio antennae tower site	1116 Incinerator Rd., Franklin, 37064
3	City of Franklin radio antennae tower site	4315 Long Lane, Franklin, 37064
4	City of Franklin Water Reclamation Facility	135 Claude Yates Dr., Franklin, 37064
5	City of Franklin City Hall	109 3 rd Ave. South, Franklin, 37064
6	City of Franklin Police Department Headquarters	900 Columbia Ave., Franklin, 37064
7	City of Franklin Sanitation and Environmental Services Department Headquarters	417 Century Court, Franklin, 37064
8	City of Franklin Fire Station No. 1	500 New Hwy 96 West, Franklin, 37064
9	City of Franklin Fire Station No. 2	907 Murfreesboro Rd., Franklin, 37064
10	City of Franklin Fire Station No. 3	298 Mallory Station Rd., Franklin, 37067
11	City of Franklin Fire Station No. 4	2039 Fieldstone Parkway, Franklin, 37069
12	City of Franklin Fire Station No. 5	215 Noah Dr., Franklin, 37064
13	City of Franklin Fire Station No. 6	1061 Cool Springs Blvd., Franklin, 37067

6. Some of the delivery sites are secured. Access to these sites must be pre-arranged with the City.

**Request for Price Quote
Delivery of Diesel Fuel
City of Franklin, Tennessee**

7. Some of the delivery sites have gravel driveways, and some of the driveways have a steep grade.
8. Delivery by selected supplier must be available by 12:00 p.m. (noon) Central Time on Friday, May 29, 2015.
9. Exact date and time of day of delivery to be negotiated and to be mutually acceptable to both the City and the vendor awarded the purchase.
10. Delivery shall be accompanied (in a separate vehicle) by a representative of the City of Franklin Purchasing Office.
11. Invoice shall be itemized by delivery site.
12. Before delivery is commenced, the vendor who wins the purchase shall provide to the City a certificate of insurance, with the City of Franklin, 109 3rd Ave. South, Franklin, TN 37064 identified as certificate holder, indicating the following minimum lines and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured with attachment of the Additional Insured endorsement
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Environmental liability including bodily injury, property damage, legal expenses, and clean-up costs related to the pollution liability exposure associated with the transport of chemical products	\$1,000,000 combined single limit	Certificate Holder only

13. The following City forms, as attached, all apply to this procurement and must be completed and submitted by the submittal deadline in order for the quote to be valid:
 - a. City of Franklin Standard Procurement Terms and Conditions;
 - b. City of Franklin Affidavit of Non-Collusion; and
 - c. City of Franklin Indemnification Agreement.
14. Award shall be memorialized by execution of a Procurement Agreement (form attached).
15. General terms and conditions:
 - a. **Quoted pricing:** The quoted pricing shall include all equipment, labor, materials, permit(s), freight and required insurance to supply the specified products and to render the specified services.
 - b. **Licenses and permits.** The supplier shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to trade and/or contractor licenses and state, county and/or city business licenses.
 - c. **Delivery terms:** As a matter of practice, the City of Franklin expects vendor to ship any and all deliverables FOB destination, freight prepaid. The City's preferred delivery terms, as described in the preceding sentence, are offered to the vendor as a condition of award. If the City's preferred delivery terms are unacceptable to the vendor, then the vendor shall

Request for Price Quote

Delivery of Diesel Fuel

City of Franklin, Tennessee

indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.

- d. Payment terms: As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery or date of invoice, whichever is later. City offers payment by means of credit card or direct deposit / ACH. The City's payment terms are offered to the vendor as a condition of award. If the City's preferred payment terms are unacceptable to the vendor, then the vendor shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area: The successful vendor will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the vendor and/or the vendor's subcontractors, if any.
- h. Damages: The successful vendor shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- i. Standard Procurement Terms and Conditions: By submitting its quote, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- j. Refusal to honor submittal: If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- k. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its quote, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- l. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace (form attached), executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

16. Award is not final unless and until City executes City Procurement Agreement and City Purchasing Office issues a signed notice of award.

17. Questions may be addressed to:

City of Franklin Purchasing Office (see address above)
purchasing@franklintn.gov
Tel: 615/550-6692
Fax: 615/550-0079

**Request for Price Quote
Delivery of Diesel Fuel
City of Franklin, Tennessee**

Submittal Form

Vendor: Tri Star Energy, LLC
Name of vendor's authorized representative: Beverly Harding / Ryan Essary
Title of vendor's authorized representative: Office manager / Sales Rep
Telephone number: 615-313-2459 / 615-313-3626 Fax number: 615-313-3612
E-mail address: ressary@tristar.tn.com / bharding@tristar.tn.com

Are the following documents being submitted along with this Submittal Form?

- a. City of Franklin Standard Procurement Terms and Conditions;
- b. City of Franklin Affidavit of Non-Collusion; and
- c. City of Franklin Indemnification Agreement.

Yes, see attached/enclosed.

No, vendor chooses not to provide all of these required documents along with this Submittal Form
(WARNING: doing so may cause the City to deem the quote non-responsive).

Does the vendor take any exceptions to the City's specifications? (Vendors are requested to list and describe any and all exceptions to these specifications, and to indicate exactly how such exceptions do not meet specifications.) Yes, see attached/enclosed. No, vendor takes no exceptions.

Are the City's preferred delivery terms (FOB destination, freight prepaid) acceptable to bidder? Yes.
 No, bidder requests the following delivery terms: _____

Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice whichever is later) acceptable to bidder? Yes. No, bidder requests the following payment terms: _____

Total quoted price per gallon for supply and delivery for an unknown quantity of winterized ultra-low-sulfur diesel fuel OR off-road diesel, whichever is less, for City of Franklin generator fuel storage tanks at the delivery sites listed above: \$ 2.15 per gallon.

Signature of vendor's authorized representative: Beverly Harding

Date of quote: 5-27-15

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015-040

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

Tri Star Energy LLC

Beverly Harding

2015-040

1740 Ed Temple Blvd

Nashville, TN 37208

615-313-3612

bharding@tristar.tn.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.

13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.

17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Tennessee)
County of Davidson) SS

Affiant, Robert Jewell, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the V.P. Commercial Sales of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Tri Star Energy, LLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

[Signature]
(signature of Affiant)

V.P. Commercial Sales
(title of Affiant)

Sworn and subscribed to before me this 28th day of May, 2015

Bridget B. Ross
(Notary Public)

My Commission Expires: May 8, 2017

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Davidson) SS

Affiant, Robert Jewell, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the V.P. Commercial Sales of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Tri Star Energy, LLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

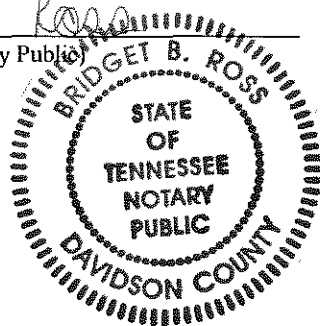
[Signature]
(signature of Affiant)

V.P. Commercial Sales
(title of Affiant)

Sworn and subscribed to before me this 28th day of May, 2015

Bridget B Ross
(Notary Public)

My Commission Expires: May 8, 2017



CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0142)

Attachment No. 2

Certificates of Insurance

Certificate Date	Producer	Insured	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
6/1/2015	FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	Tri-Star Energy LLC	69 (Revision No. 1)	City of Franklin	Commercial General Liability	8/1/2015
6/3/2015	FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	Tri-Star Transport LLC, Tri Star Service LLC	283 (Revision No. 3)	City of Franklin	Commercial General Liability	8/1/2015
					Automobile Liability (including Pollution Liability)	8/1/2015
					Umbrella Liability	8/1/2015
					Workers Compensation and Employers' Liability	8/1/2015

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CA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:

TRI-STAR ENERGY LLC
1740 ED TEMPLE BLVD
NASHVILLE TN 37208

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

Relationship of the Additional Insured to the Insured:

"ANY COVERAGE PROVIDED BY THIS ENDORSEMENT IS
LIMITED TO DELIVERY OF FUEL BY THE NAMED INSURED
TO THE CERTIFICATE HOLDER'S PREMISES"

FEDERATED SERVICE INSURANCE COMPANY
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

Additional Insured Name and Address:

CITY OF FRANKLIN
PO BOX 305
FRANKLIN TN 37065

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CA-F-75 (05-92)

Policy Number: 9084703

Transaction Effective Date: 09-19-2014

POLICY NUMBER: 9064703

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organizations:	Location(s) Of Covered Operations
CITY OF FRANKLIN PO BOX 305 FRANKLIN TN 37065	"ANY COVERAGE PROVIDED BY THIS ENDORSEMENT IS LIMITED TO DELIVERY OF FUEL BY THE NAMED INSURED TO THE CERTIFICATE HOLDER'S PREMISES"

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

TRI-STAR ENERGY LLC
1740 ED TEMPLE BLVD
NASHVILLE TN 37208

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. Liability Coverage is changed as follows:

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

B. Changes In Definitions

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

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

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

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

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

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

POLICY NUMBER: 9248887

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
CITY OF FRANKLIN 109 3RD AVE S FRANKLIN TN 37064	AS PER TERMINAL ACCESS BETWEEN TRI-STAR TRANSPORT LLC, TRI STAR SERVICE LLC AND CITY OF FRANKLIN IN WILLIAMSON COUNTY ONLY.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

However:

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

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

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

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

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

TRI-STAR TRANSPORT LLC
1740 ED TEMPLE BLVD
NASHVILLE TN 37208

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:

TRI-STAR TRANSPORT LLC
1740 ED TEMPLE BLVD
NASHVILLE TN 37208

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

Relationship of the Additional Insured to the Insured:

AS PER TERMINAL ACCESS BETWEEN TRI-STAR TRANSPORT
LLC, TRI STAR SERVICE LLC AND CITY OF FRANKLIN IN
WILLIAMSON COUNTY ONLY.

FEDERATED SERVICE INSURANCE COMPANY

Home Office

121 East Park Square

Owatonna, MN 55060

(507) 455-5200

Additional Insured Name and Address:

CITY OF FRANKLIN
109 3RD AVE S
FRANKLIN TN 37064

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CA-F-75 (05-92)

Policy Number: 9248887

Transaction Effective Date: 06-02-2015

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2015-0142)

Attachment No. 3

Indemnification Agreement

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, Beverly Harding agrees that:
(printed name of person signing Agreement)

1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Tri Star Energy LLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

Beverly Harding
(signature of person whose printed name appears above)

Commercial Fuel Office Manager
(title of person whose printed name appears above)