

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0361)

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

1. CITY issued (a) on November 7, 2019 Purchasing Office Solicitation No. 2020-004, a procurement solicitation for bids for supply and delivery of winterized diesel fuel to multiple delivery sites during a term of award, and (b) on November 13, 2019 Addendum No. 1 to Purchasing Office Solicitation No. 2020-004 (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, SUPPLIER submitted a bid dated November 20, 2019 (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. SUPPLIER included in SUBMITTAL CITY’s Standard Procurement Terms and Conditions with SUPPLIER’s contact information inserted (“CITY’S TERMS”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. SUPPLIER has, subsequent to SUBMITTAL, also submitted two (2) Certificates of Insurance (“CERTIFICATES OF INSURANCE”), copies of which are attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that collectively meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATES OF INSURANCE referenced above expires either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by SUPPLIER and the acceptance by CITY of all of the products and/or services ordered from SUPPLIER, pursuant to this AGREEMENT, then SUPPLIER 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 specified in SOLICITATION.
6. In the event that insurance coverage documented by CERTIFICATES OF INSURANCE referenced above is materially modified or canceled either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by SUPPLIER and the acceptance by CITY of all of the products and/or services ordered from SUPPLIER, pursuant to this AGREEMENT, then SUPPLIER shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
7. SUPPLIER agrees to impose CITY’s insurance requirements upon any subcontractors it utilizes for this procurement. Except as may be approved and authorized by CITY in advance of any subcontractor commencing work for this award, SUPPLIER may not subcontract any service component of the award except as is indicated in SUBMITTAL.
8. SUPPLIER included in SUBMITTAL CITY’s Indemnification Agreement, executed for SUPPLIER (“INDEMNIFICATION AGREEMENT”), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
9. For the “will-call” sites, products shall be delivered and/or services shall be rendered to the satisfaction of CITY within seven (7) calendar days after receipt of order unless a later delivery / rendering has been authorized in writing by CITY. Failure by SUPPLIER to meet this product delivery / service rendering schedule shall constitute grounds for CITY to cancel the order and/or consider SUPPLIER to be in breach of contract.

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10. For the "keep-full" sites, products shall be delivered and/or services shall be rendered to the satisfaction of CITY as often as necessary to prevent any of the fuel storage tanks at any of the "keep-full" sites from being less than one-quarter (25%) full unless a lower fuel level has been authorized in writing by CITY. Failure by SUPPLIER to meet this performance standard shall constitute grounds for CITY to cancel the order and/or consider SUPPLIER to be in breach of contract.
11. CITY awarded on January 14, 2020 to SUPPLIER the purchase of supply and delivery of winterized diesel fuel to multiple delivery sites during a term of award pursuant to SOLICITATION and SUBMITTAL.
12. The term of award shall commence upon execution of this AGREEMENT (the effective date of this AGREEMENT) and shall expire one (1) year from the effective date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and SUPPLIER may, by mutual consent, exercise not more than four (4) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with the CITY's Facilities Manager, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; (d) that if SUPPLIER chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at CITY's discretion, CITY and SUPPLIER may negotiate an additional extension beyond such expiration. Note that CITY and SUPPLIER each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
13. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20____.

For SUPPLIER:



(signature of SUPPLIER's authorized representative)

TITLE: Authorized Rep

For CITY:

(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Maricruz R. Fincher, Staff Attorney for CITY

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0361)

Attachment No. 1

Excerpts from SUBMITTAL

Bid Submittal Form

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

City of Franklin, Tennessee

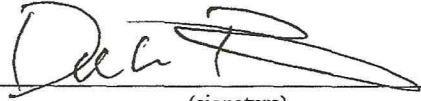
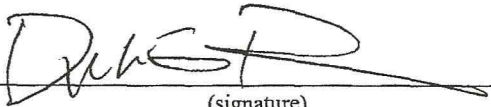
Purchasing Office Solicitation No.: 2020-004

Bidder's name, street address, and mailing address (if different):	<u>Tri Star Energy LLC</u> <u>1740 Ed Temple Blvd.</u> <u>Nashville, TN 37208</u>				
Bidder's contact person's name (printed), title, telephone number and e-mail address:	<u>David Pierce</u> <u>Commercial Sales Manager</u> <u>615 864 5036</u> <u>DPIERCE@TristarTN.com</u>				
Does the bidder take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.				
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.				
Total quoted bid margin (amount over cost, with cost defined as the Nashville wholesale rack average), per gallon, for supply and delivery upon demand of an unknown quantity of winterized ultra-low-sulfur diesel fuel to multiple delivery sites during the specified term of award:					
For "will-call" sites only:	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;">Total quoted bid margin:</td> <td style="border: none;">\$ <u>0.5000</u> per gallon</td> </tr> <tr> <td style="border: none;">Estimated time of delivery:</td> <td style="border: none;"><u>Three</u> days after receipt of order</td> </tr> </table>	Total quoted bid margin:	\$ <u>0.5000</u> per gallon	Estimated time of delivery:	<u>Three</u> days after receipt of order
Total quoted bid margin:	\$ <u>0.5000</u> per gallon				
Estimated time of delivery:	<u>Three</u> days after receipt of order				
For "keep-full" sites only:	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;">Total quoted bid margin:</td> <td style="border: none;">\$ <u>0.5000</u> per gallon</td> </tr> </table>	Total quoted bid margin:	\$ <u>0.5000</u> per gallon		
Total quoted bid margin:	\$ <u>0.5000</u> per gallon				
Nashville wholesale rack average, per gallon, for winterized ultra-low-sulfur diesel fuel as of November 14, 2019 (this is being requested simply to confirm that all bidders are using the City's definition of cost):	\$ <u>1.9331</u> per gallon				
Are the City's preferred delivery terms (FOB destination, freight prepaid and allowed) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____				

Bid Submittal Form

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

Purchasing Office Solicitation No.: 2020-004

Bidder's name:	<u>Tri Star Energy LLC</u>
Last date (no sooner than January 31, 2020) that bid and associated pricing is valid and may be accepted by the City:	<u>Jan 31, 2020</u>
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Bank credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? <ul style="list-style-type: none"> • City of Franklin Specifications, marked by the bidder as to compliance therewith as per the instructions therein; • Identification, listing and description of any exceptions to the procurement solicitation including the Specifications; • Contact information for required references (see Instructions for Bidders); • City of Franklin Standard Procurement Terms and Conditions, with the bidder's contact information inserted; • Bidder's proposed agreement or contract, if any, the terms and conditions of which are not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • City of Franklin Affidavit of Title VI Compliance, executed in full; and • If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full. 	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Acknowledge any and all issued addenda to this solicitation <small>(Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)</small>	<input checked="" type="checkbox"/> Addendum No. 1. DGP 11-22-19 <input type="checkbox"/> Addenda Nos. 1 through _____ <input checked="" type="checkbox"/> No addenda.
Subscription and affirmation of bidder's authorized representative: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 _____ (signature)
Signature of bidder's authorized representative: I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 _____ (signature)
Title of bidder's authorized representative:	<u>Commercial Sales Manager</u>
Date of signatures:	<u>11-20-19</u>

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-004

1. Solicitation identified: These Specifications apply to the following procurement solicitation:

supply and delivery of winterized diesel fuel to multiple delivery sites during a term of award

Purchasing Office Solicitation No.: 2020-004

2. Notice to Bidders publication date: **November 7, 2019**
3. Solicitation release date: **November 7, 2019**
4. Deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation: **November 13, 2019, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **November 21, 2019, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **November 29, 2019**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which the procurement is tentatively scheduled to be awarded to the responsible bidder that submits the lowest priced responsive bid: **December 10, 2019**
8. Target effective date for term of award: **upon execution of the procurement agreement, tentatively December 20, 2019**
9. Objective: To award, by means of a competitive procurement process, to the responsible bidder that submits the lowest priced responsive bid to furnish all labor, materials and means necessary to supply and deliver of winterized diesel fuel to multiple delivery sites during a term of award, as specified below. See the accompanying Instructions for Bidders for additional information and instructions, including the definitions of the terms "responsible bidder" and "responsive bid."
10. Exceptions:
- a. To avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-004

questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation. See the accompanying Instructions for Bidders for contact information.

- b. Any deviation or variance from the City's specifications shall be considered by the City to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and included in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.
11. General terms and conditions:
- a. Bid price: The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to supply and deliver the specified products and/or render the specified services.
 - b. Licenses and permits: The bidder awarded the purchase shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to supply and deliver the specified products and/or render the specified services, and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
 - c. Delivery terms: As a matter of practice, the City expects the bidder awarded the purchase to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder, then the bidder shall 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 pays for goods and/or services only after receipt 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 thirty (30) calendar days from date of delivery, or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the bidder prefers alternate payment terms, then the bidder shall indicate on the Submittal Form its preferred payment terms.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-004

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 bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area: The bidder awarded the purchase will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of the bidder recommended to be awarded the purchase: See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.
- i. Damages: The bidder awarded the purchase shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the bidder's own expense and at no additional charge to the City.
- j. Standard Procurement Terms and Conditions: By submitting its bid, the bidder 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's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal: If and after an award is made by the City, if the bidder 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.
- l. 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 bid, the bidder 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 bidder's representation that materials supplied by the bidder do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. 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, 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

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-004

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.

12. Detailed specifications: Please note:

- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and provided in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-004

- 12.1. C The City of Franklin seeks a competent, reputable and reliable diesel fuel supply and delivery service provider to supply and deliver upon demand an unknown quantity of winterized diesel fuel to multiple delivery sites, as specified below, for a term of award.
- 12.2. C The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of one (1) year, effective upon the effective date of any procurement agreement resulting from this procurement solicitation as such procurement agreement is executed in full by both parties.
- 12.3. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, including any extensions to the term of award made pursuant to this provision, the City and the bidder awarded the purchase may choose to exercise an option to extend the term of award four (4) times, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by one or more authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; (d) that if the bidder awarded the purchase chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at the City's discretion, such as if the City does not have or anticipates not having a successor service provider selected by the expiration of the term of award, including any extensions anticipated by this procurement solicitation if exercised, the City and the bidder awarded the purchase may negotiate an additional extension beyond such expiration. Note that the City and the bidder awarded the purchase each specifically retain the right, with or without cause, not to extend the term of award.
- 12.4. C The diesel fuel to be supplied and delivered pursuant to this procurement solicitation shall be winterized ultra-low-sulfur diesel fuel for all delivery sites.
- 12.5. C The City of Franklin is exempt from United States and Tennessee fuel taxes. Quoted pricing shall exclude United States and Tennessee fuel taxes.
- 12.6. C Pricing for the winterized ultra-low-sulfur diesel fuel shall be quoted on a cost-plus basis, per gallon, with cost defined as the wholesale rack average for ultra-low-sulfur diesel fuel at the Nashville terminal.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-004

- 12.7. C City hereby specifically rejects any other fee or surcharge. Examples of such rejected other fees or surcharges include, but are not limited to, delivery fuel charges, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Other than the supplier's cost of the winterized diesel fuel to be delivered, as such cost is defined above, any changes to the supplier's and/or service provider's cost of doing business and/or service delivery, such as any example listed above, shall be absorbed by the supplier and/or service provider and shall not be subject to direct pass-through to the City.
- 12.8. C Pricing for the winterized diesel fuel as quoted shall include the winterizing treatment additive and delivery to the City's sites.
- 12.9. C The winterized diesel fuel is intended for the locations listed on Appendix A (available to potential bidders upon request made to the City of Franklin Purchasing Office (purchasing@franklintn.gov)) and any other sites that may be identified by the City during the term of award.
- 12.10. C The winterized diesel fuel is intended for the following uses: (a) stationary generators at multiple remote locations listed in Appendix A (and any other sites that may be identified by the City during the term of award) as "will-call" sites; (b) off-road machinery and equipment at multiple remote locations listed in Appendix A (and any other sites that may be identified by the City during the term of award) as "keep-full" sites; and (c) any other uses that may be identified by the City during the term of award, possibly including City fleet vehicles that operate on the road, at one or more remote locations listed in Appendix A (and any other sites that may be identified by the City during the term of award).
- 12.11. C Total quantity of fuel to be supplied and delivered pursuant to this procurement solicitation during the term of award is unknown at this time. However, the City anticipates requiring approximately 2,000 gallons per year at the "will-call" sites and approximately 4,000 gallons per year at the "keep-full" sites for an estimated total of 6,000 gallons per year. The City offers this total estimate for informational purposes only and not as a guaranteed minimum or guaranteed maximum.
- 12.12. C Deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday, except holidays recognized by the City.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-004

- 12.13. C Bidder awarded the purchase shall provide any labor and equipment necessary to pump the fuel directly into the on-site storage tank in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for City equipment.
- 12.14. C Vendor specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 12.15. For the "will-call" sites:
- 12.15.1. C The margin component of the quoted pricing for the winterized diesel fuel for "will-call" sites shall be held and remain constant throughout the term of award, and shall apply for any and all uses and locations at "will-call" sites as determined by the City, including those that may be identified during the term of award.
- 12.15.2. C The City anticipates placing orders approximately twice per calendar year, once in the spring and once in the autumn of each year. This anticipated frequency and schedule is offered for informational purposes only and not as a guaranteed frequency and schedule.
- 12.15.3. C The products shall be delivered and/or services shall be rendered to the satisfaction of the City within seven (7) calendar days after receipt of order unless a later delivery / rendering has been authorized in writing by the City. Failure by the bidder awarded the purchase to meet this schedule shall constitute grounds for the City to cancel the order and/or consider the bidder awarded the purchase to be in breach of contract.
- 12.15.4. C Bidder shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of calendar days after receipt of order.
- 12.15.5. C During the term of award, if the City identifies other uses of the winterized diesel fuel at existing or additional "will-call" delivery sites, then the same pricing quoted for the specific uses and locations already anticipated by this procurement solicitation shall also apply to any additional "will-call" uses and/or locations so identified by the City.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-004

- 12.16. For the “keep-full” sites:
- 12.16.1. C The margin component of the quoted pricing for the winterized diesel fuel for “keep-full” sites shall be held and remain constant throughout the term of award, and shall apply for any and all uses and locations at “keep-full” sites as determined by the City, including those that may be identified during the term of award.
- 12.16.2. C The products shall be delivered and/or services shall be rendered to the satisfaction of the City as often as necessary to prevent any of the fuel storage tanks from being less than one-quarter (25%) full unless a lower fuel level has been authorized in writing by the City. Failure by the bidder awarded the purchase to meet this performance standard shall constitute grounds for the City to cancel the order and/or consider the bidder awarded the purchase to be in breach of contract.
- 12.16.3. C During the term of award, if the City identifies other uses of the winterized diesel fuel at existing or additional “keep-full” delivery sites, then the same pricing quoted for the specific uses and locations already anticipated by this procurement solicitation shall also apply to any additional “keep-full” uses and/or locations so identified by the City.
- 12.17. C Pricing for the fuel shall include delivery and pumping into the fuel storage tank. The fuel delivery service provider shall supply its own hose and ability to pump or gravity-feed the fuel from the delivery truck into the fuel storage tank.
- 12.18. C Some of the delivery sites are secured. Access to these sites must be pre-arranged with the City.
- 12.19. C Some of the delivery sites have gravel driveways, and some of the driveways have a steep grade.
- 12.20. C Invoicing shall be itemized by delivery site, delivery date, type and quantity (in gallons) of fuel delivered, and cost and quoted margin per gallon.
- 12.21. C The City of Franklin reserves the right to reject any and all quotes, and to waive formalities.
- 12.22. C Any award shall be memorialized by execution of a Procurement Agreement.
- 12.23. C Any award is not final unless and until City executes City Procurement Agreement and City Purchasing Manager issues a signed notice of award.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-004

- 12.24.** Insurance requirements:
- 12.24.1.** C Before award of the procurement by the City, the bidder recommended to be awarded the purchase shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	<ul style="list-style-type: none"> • \$1,000,000 Each Occurrence • \$2,000,000 General Aggregate • \$1,000,000 Personal and Advertising Injury • \$2,000,000 Products-Completed Operations Aggregate • Coverage shall be Primary and Non-Contributory • Waiver of Subrogation shall apply 	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached
Workers Compensation ²	<ul style="list-style-type: none"> • Statutory Limits • Waiver of Subrogation shall apply 	Certificate Holder ¹ only
Employers Liability ²	<ul style="list-style-type: none"> • \$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 ¹ only

- 12.24.2.** C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the bidder awarded the purchase shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

¹ Certificate Holder shall be listed as follows:
 City of Franklin
 109 3rd Ave. South
 Franklin, TN 37064

² Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-004

- 12.24.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the bidder awarded the purchase shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.
- 12.24.4. C The bidder awarded the purchase shall agree to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid.

Appendix A to City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-004

Diesel Fuel Remote Delivery Sites				
site number	site name	site location	tank capacity (gallons)	site type: will-call (WC) / keep-full (KF)
1	City of Franklin radio antenna tower and water tank site	████████████████████	500	WC
2	City of Franklin radio antenna tower site	████████████████████	500	WC
3	City of Franklin radio antenna tower site	████████████████████	500	WC
4	City of Franklin Water Reclamation Facility	████████████████████	3300	WC
5	City of Franklin City Hall	████████████████████	500	WC
6	City of Franklin Police Department Headquarters	████████████████████	900	WC
7	City of Franklin Police Department Headquarters	████████████████████	2500	WC
8	City of Franklin Sanitation and Environmental Services Department Headquarters	████████████████████	500	KF
9	City of Franklin Public Works Facility	████████████████████	500	WC
10	City of Franklin Fire Station No. 1	████████████████████	500	WC
11	City of Franklin Fire Station No. 2	████████████████████	500	WC
12	City of Franklin Fire Station No. 3	████████████████████	500	WC
13	City of Franklin Fire Station No. 4	████████████████████	500	WC
14	City of Franklin Fire Station No. 5	████████████████████	500	WC
15	City of Franklin Fire Station No. 6	████████████████████	500	WC
16	City of Franklin Fire Station No. 7	████████████████████	300	WC
17	City of Franklin Fire Station No. 8	████████████████████	500	WC
18	City of Franklin Wastewater Lift Station: Amelia Park	████████████████████	758	WC
19	City of Franklin Wastewater Lift Station: Red Wing / Goose Creek	████████████████████	425	WC
20	City of Franklin Wastewater Lift Station: Fieldstone 1 (NOTE: do not fill to more than 80% capacity)	████████████████████	322	WC
21	City of Franklin Wastewater Lift Station: Fieldstone 2	████████████████████	150	WC
22	City of Franklin Wastewater Lift Station: Founders Pointe (NOTE: do not fill to more than 80% capacity)	████████████████████	150	WC
23	City of Franklin Wastewater Lift Station: Westhaven (stationary)	████████████████████	600	WC
24	City of Franklin Wastewater Lift Station: (portable) at Westhaven	████████████████████	140	WC
25	City of Franklin The Park at Harlinsdale Farm	████████████████████	500	KF

References

Tri Star Energy provides mobile fueling services to the below accounts.

- 1) City of Franklin
- 2) Jones Brothers Contractors Inc, 2209 Crestmoor Rd, Nashville, TN 37215
 - a. Bret Alsobrooks, Vice President, p. 615.415.9475, email: balsobrooks@jonesbrocont.com
- 3) Hearthside Foods, 715 Massman Dr., Nashville, TN 37210
 - a. Kyle Stewart, Logistics Manager, p. 615.881.5238, kstewart@hearthsidefoods.com
- 4) Civil Constructors, 425 Downs Blvd., Franklin, TN 37064
 - a. Chase Smagala, Equipment Manager, p. 615.979.2181, c.smagala@civilconstructors.com

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

1. He or she is the Owner 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) Authorized Rep (title of Affiant)
Sworn and subscribed to before me this 22 day of November, 2019
Angel Dale (Notary Public) My Commission Expires: Dec. 7. 2020

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2020-004)

Affidavit of Title VI Compliance
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, Rob Jewell, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Tr. 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. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

[Signature]
(Signature of Affiant)

Authorized Rep
(title of Affiant)

Sworn and subscribed to before me this 21 day of November, 2019

[Signature]
(Notary Public)



My Commission Expires: Dec 7, 2020

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 Authorized Partner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Tri Star Transport 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.

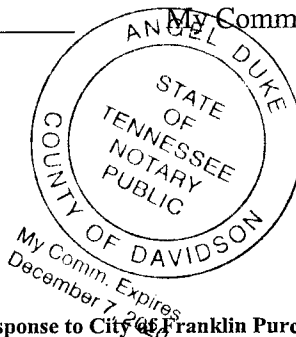
[Signature]
(signature of Affiant)

Authorized Representative
(title of Affiant)

Sworn and subscribed to before me this 20 day of November, 2019

[Signature]
(Notary Public)

My Commission Expires: Dec 7, 2020



CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0361)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Subcontracting. 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 and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
4. 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.
5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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 to which these Standard Procurement Terms and Conditions apply, 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. 2020_004
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
Attn: Michael Halaschak
1740 Ed Temple Blvd
Nashville, TN 37208
mhalaschak@tristar.tn.com
phone: 615.313.3602

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

6. 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.
7. 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.
8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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.
10. 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.
11. 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

12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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.
13. 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 any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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 any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply 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.
16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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.

17. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply 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.
18. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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.
19. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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.
20. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0361)

Attachment No. 3

CERTIFICATES OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
12/19/2019	Federated Mutual Insurance Company Home Office: P.O. Box 328 Owatonna, MN 55060	69	City of Franklin 109 3 rd Ave. S. Franklin, TN 37064- 2519	Commercial General Liability	8/1/2020
				Automobile Liability	8/1/2020
				Umbrella Liability	8/1/2020
12/19/2019	Federated Mutual Insurance Company Home Office: P.O. Box 328 Owatonna, MN 55060	283	City of Franklin 109 3 rd Ave. S. Franklin, TN 37064- 2519	Commercial General Liability	8/1/2020
				Automobile Liability	8/1/2020
				Umbrella Liability	8/1/2020
				Workers Compensation and Employers' Liability	8/1/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2019

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED SERVICE INSURANCE COMPANY		28304
INSURED TRI-STAR ENERGY LLC 1740 ED TEMPLE BLVD NASHVILLE, TN 37208-1850	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 69

REVISION NUMBER: 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	9064703	08/01/2019	08/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	N	9064703	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	9064704	08/01/2019	08/01/2020	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF FRANKLIN IS ADDITIONAL INSURED.
 BUSINESS AUTO COVERAGE WHICH HAS A LIABILITY LIMIT OF \$1,000,000 INCLUDES POLLUTION LIABILITY VIA THE CA 99 48,
 POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS.

CERTIFICATE HOLDER**CANCELLATION**
 144-028-8
 CITY OF FRANKLIN
 109 3RD AVE S
 FRANKLIN, TN 37064-2519

69 5

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 109 3RD AVE S FRANKLIN TN 37064	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.

FEDERATED INSURANCE COMPANIES

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"

Additional Insured Name and Address:

CITY OF FRANKLIN
109 3RD AVE S
FRANKLIN TN 37064

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Covered Autos Liability Coverage is changed as follows:

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

B. Changes In Definitions

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2019

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED TRI-STAR TRANSPORT LLC, TRI STAR SERVICES LLC 1740 ED TEMPLE BLVD NASHVILLE, TN 37208-1850		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	NAIC # 13935
145-157-4		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 283

REVISION NUMBER: 10

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	9248887	08/01/2019	08/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	N	9248887	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	9248888	08/01/2019	08/01/2020	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	9064985	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER**CANCELLATION**
 145-157-4
 CITY OF FRANKLIN
 109 3RD AVE S
 FRANKLIN, TN 37064-2519

283 10

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED TRI-STAR TRANSPORT LLC, TRI STAR SERVICES LLC 1740 ED TEMPLE BLVD NASHVILLE, TN 37208-1850	
POLICY NUMBER SEE CERTIFICATE # 283.10		EFFECTIVE DATE: SEE CERTIFICATE # 283.10	
CARRIER SEE CERTIFICATE # 283.10	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CITY OF FRANKLIN IS ADDITIONAL INSURED.
 BUSINESS AUTO COVERAGE INCLUDES POLLUTION LIABILITY VIA THE CA 99 48, POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS.
 GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
 WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON BUSINESS AUTO LIABILITY.
 INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

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	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES WHILE ON PREMISES OF CERTHOLDER DELIVERING FUEL

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

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - **Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", except when the payments result from the sole negligence of that person or organization. We waive this right only when you are required to do so by written contract or agreement with that person or organization, executed by you prior to the occurrence of any loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

FEDERATED INSURANCE COMPANIES

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:

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES
WHILE ON PREMISES OF CERTHOLDER DELIVERING FUEL

Additional Insured Name and Address:

CITY OF FRANKLIN
109 3RD AVE S
FRANKLIN TN 37064

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Covered Autos Liability Coverage is changed as follows:

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

B. Changes In Definitions

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

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

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

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

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

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 08-01-2019 at 12:01 A.M. standard time, forms a part of

Policy No. 9064985

Issued to TRI-STAR TRANSPORT LLC

Issued by FEDERATED MUTUAL INSURANCE COMPANY

Endorsement No. 34

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

**CITY OF FRANKLIN
109 3RD AVE S
FRANKLIN TN 37064**



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

Phone: 1-888-333-4949

Fax: 507-446-4664

E-mail: clientcontactcenter@fedins.com

Thank you for your business!

Client Contact Center

Enclosed:

Certificate Document(s)

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0361)

Attachment No. 4

INDEMNIFICATION AGREEMENT

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

State of Tennessee)
County of Davidson) SS

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

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

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

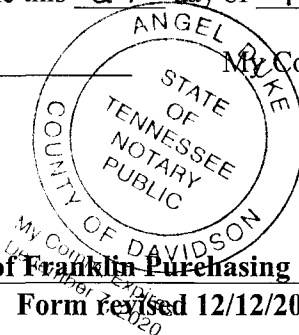
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, 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 any contract, agreement, purchase order or other procurement to which this Agreement applies, 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.

[Signature]
(signature of person whose printed name appears above)

Authorized Rep
(title of person whose printed name appears above)

Sworn and subscribed to before me this 21 day of November, 2019

[Signature]
(Notary Public)



My Commission Expires: Dec 7, 2020

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2020 004)