

RESOLUTION 23-217

A RESOLUTION TO APPROVE RENEWAL OF FUEL CONTRACT FOR CITY VEHICLES

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen previously approved Tri-Star Energy to provide fuel for the city fleet, Resolution 20-163; and

WHEREAS, the contract effective date was January 1, 2021 thru January 1, 2024, with an optional renewal for two additional years; and

WHEREAS, City Staff recommends the renewal of the contract with Tri-Star Energy for an additional two years, effective January 1, 2024 thru January 1, 2026.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Alderman authorizes the mayor to approve the renewal of the contact for fuel services to Tri-Star Energy, for an additional two years, effective January 1, 2024.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 6th day of November, 2023.

ATTEST:



April Goad, City Recorder



Jim Hagaman, Mayor

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

RESOLUTION 20-163

**A RESOLUTION TO AWARD BID FOR FLEET REFUELING TO
TRI-STAR ENERGY, LLC**

WHEREAS, the City requires fleet refueling services for various departments in order for them to perform daily operations; and

WHEREAS, an Invitation to Bid was prepared, advertised and routed to three vendors; and

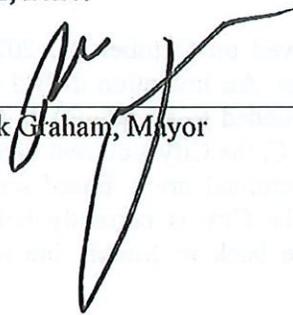
WHEREAS, Tri-Star Energy, the City's current vendor, was the sole bidder to have submitted a bid on October 22, 2020; and

WHEREAS, Tri-Star Energy satisfied the requirements contained in the Invitation to Bid including having two locations within the City for refueling of City vehicles and multiple locations throughout the area and providing an emergency plan for fueling for City vehicles; and

WHEREAS, Tri-Star will charge the City at terminal price plus \$0.12 per gallon for purchased fuel.

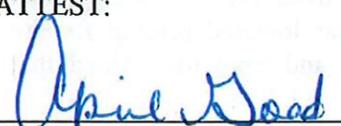
NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Spring Hill, that bid award be made to Tri-Star Energy, LLC for fleet refueling effective January 1, 2021 for a three-year term with an optional renewal for two additional years at the terminal price plus \$0.12 per gallon.

Passed and adopted this 16th of November, 2020.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

**AGREEMENT BETWEEN CITY OF SPRING HILL, TENNESSEE AND
TRI-STAR ENERGY, LLC FOR FUEL SUPPLY**

THIS AGREEMENT ("AGREEMENT") is made by and between CITY OF SPRING HILL, TENNESSEE, a city governmental entity of the State of Tennessee ("City"), and TRI STAR ENERGY, LLC, a company authorized to do business in Tennessee ("Seller"), and sets forth the Agreement between the City and Seller for the supply of fuel.

WHEREAS, Seller agrees to continue to provide the Goods specified in the bid and accompanying letter attached hereto as Exhibit A and incorporated by reference (the "Bid") for the same prices set forth in the Bid.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The term of the Agreement shall be continuous and shall be extended for a two (2) year term beginning on January 1, 2024 and terminating on December 31, 2026 unless otherwise terminated as provided for in the Bid. Should funding for the Goods provided by Seller in accordance with the Bid be discontinued for failure of the City's legislative body to appropriate funds for the Goods, City shall have the right to terminate this Agreement on the last date of the fiscal year for which funding was provided by providing thirty (30) days written notice to Seller. Termination by City for lack of funding shall not in any way be considered a breach of this Agreement by City.
2. Seller agrees to deliver the fuel at the same terms as provided in the Bid.
3. This Agreement shall not affect the remaining provisions of the Bid and all provisions not in conflict with this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this ___ day of November, 2023.

CITY OF SPRING HILL, TENNESSEE:

TRI STAR ENERGY, LLC:

Jim Hagaman, Mayor

Steve S. Perry, VP of Wholesale

EXHIBIT A

CITY OF SPRING HILL, TENNESSEE
INVITATION TO BID - FLEET REFUELING



October 7, 2020

INVITATION TO BID

Fleet Refueling
City of Spring Hill, Tennessee

Sealed Bids will be received by the City of Spring Hill, Tennessee, for fleet refueling at City Hall, 199 Town Center Parkway (***for hand delivery or courier service***), P.O. Box 789 (***for regular mail service***) Spring Hill, Tennessee 37174, on or before October 22, 2020 at 2:00pm. The envelope containing the bid must be sealed and plainly marked "Bid for Fleet Refueling".

Bids must be made on the Bid Form and in accordance with Instructions to Bidders furnished by the City of Spring Hill.

The defined terms appearing in the General Specifications apply to all Contract Documents.

The City reserves the right to reject any or all Bids, to waive irregularities and/or informalities in any Bids, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

INSTRUCTIONS TO BIDDERS
FLEET REFUELING

1. RECEIPT AND OPENING OF BIDS

The City of Spring Hill invites and will receive Bids on the forms attached hereto, all information on which must be appropriately completed. Bids will be received at City Hall until 2:00 p.m. on October 22, 2020, and publicly opened and read aloud on the aforesaid date. The envelopes containing the Bids must be sealed and addressed to April Goad, City Recorder, 199 Town Center Parkway (***for hand delivery or courier service***), P.O. Box 789 (***for regular mail service***), Spring Hill, TN 37174 and plainly marked "Bid for Fleet Refueling".

2. PREPARATION OF THE BID

All Bids shall be made on the Bid Form attached hereto and shall give the amount of bids and must be signed by the Bidders.

If a price already entered by the Bidder on the Bid Form is to be altered, it shall be crossed out with ink and the new price entered above or below it, and initialed by the Bidder in ink.

Each Bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, its address, and plainly marked "Bid for Fleet Refueling". If forwarding by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Invitation to Bid. The City may consider as irregular any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids.

Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof.

Any Bid received after the time and date specified above shall not be considered.

3. AWARD OF THE BID

The Bid shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the Bidder.

The Bidder to whom the Bid shall have been awarded will be required to execute 3 copies of the Contract on the form attached. In case of the Bidder's refusal or failure to do so within ten (10) days after its receipt of formal notice of award, Bidder will be considered to have abandoned all rights and interests in the award and the award may then be made to the next best qualified Bidder or the work readvertised for Bids as the City may elect.

4. CONDITIONS

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the Bid. Bidders shall thoroughly examine and be familiar with the Specifications.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve it of any obligations with respect to his Bid or to the Contract. The City shall make all such documents available to the Bidder.

5. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Bidder shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be posted on the City's website. Every request for such explanation shall be in writing (email) addressed to April Goad, Recorder at agoad@springhilltn.org. Any verbal statements regarding same by any person prior to the award shall be unauthoritative and not binding.

Addenda issued to Bidders prior to date of receipt of Bids shall become a part of the Bid Documents.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Bids will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be posted to the City website (www.springhilltn.org), not later than five (5) days prior to the date fixed for the opening of Bids.

6. NAME, ADDRESS, AND LEGAL STATUS OF THE BIDDER

The Bid must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder whether corporation, partnership, or individual, shall also be stated in the Bid.

A corporation shall execute the Bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names of all partners. Partnership and individual Bidders will be required to state in the Bid the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Bid.

Anyone signing a Bid as an agent of another or others must submit with his Bid, legal evidence of his authority to do so.

7. COMPETENCY OF BIDDER

The opening and reading of the Bid shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The City reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

The City shall require submission with the Bid of the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. The Bidder will be required to furnish the following information:

- A. Financial statements, if requested.
- B. Evidence that the Bidder is in good standing under the laws of the State of Tennessee, and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business (copy of City and county business license) and in good standing under the laws of the State of Tennessee.

In the event that the City shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified responsible bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:

- 1) Evidence that the Bidder is capable of commencing performance as required in the Bid Documents.
- 2) Such additional information as will satisfy the City that the Bidder is adequately prepared to fulfill the Contract.

The Bidder may satisfy any or all of the experience and qualification requirements by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

8. DISQUALIFICATION OF BIDDERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Bid:

- A. Evidence of collusion among Bidders.
- B. Lack of competency as revealed by either financial statements, experience or statements as submitted or other factors.
- C. Default on a previous municipal bid for failure to perform.

9. METHOD OF AWARD

The City reserves the right to accept any Bid or to reject any or all Bids, and to waive defects or irregularities in any Bid. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Bid shall render the accompanying Bid irregular and subject to (but not requiring) rejection by the City.

10. TITLE VI POLICY

The City of Spring Hill will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

Verbal quotations or quotations received after the closing date will not be accepted. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed in the best interest of the City of Spring Hill.

INVITATION TO BID – FLEET REFUELING
GENERAL INFORMATION & REQUIREMENTS

1.00 GENERAL

The City of Spring Hill is seeking to establish an agreement beginning January 1, 2021, to provide gasoline refueling through a minimum specified number of vendor-owned facilities located within the Spring Hill area for the convenience and ease of access for our employees using fleet fueling cards. The initial term of the agreement will be for three years with two additional one-year renewal options.

The annual estimated quantities of each product are as follows; however, the actual quantities purchased may vary:

Gasoline refueling – approximately 13,000 gallons per month

An estimate of the different grades/types of fuel purchased in a month is:

Type/Grade	Estimated Gallons/month
Regular	7,280
Mid-grade	520
Premium	3,250
Diesel	1,950
DEF	37

2.00 MINIMUM REQUIREMENTS-FLEET GASOLINE PURCHASES

- A. Purchases will be made from vendor owned facilities using a computerized fueling card system.
- B. Card readers shall be located outside and easily accessible to City drivers.
- C. The card reader system shall be capable of restricting both quantity and type of fuel dispensed to a particular vehicle.
- D. Purchase shall be tracked by both vehicle and driver.
- E. The vendor shall supply cards as needed and in the quantity requested by the various City departments without charge to the City.
- F. Vendor shall have available three grades or octane levels of gasoline at each fueling site. Availability for small volume diesel purchase is also desired.
 - Regular octane rating shall be a minimum of 87.
 - Medium octane rating shall be a minimum of 89.
 - Premium octane rating shall be a minimum of 91.
 - Diesel fuel for over the road use.

- G. Refueling stations shall have 24-hour, seven-day per week availability.
- H. A list of emergency contact person(s) shall be available on site in the event of a refueling problem or emergency.
- I. Refueling stations shall be well-lighted and have water, towels and windshield cleaner routinely available.
- J. Vendors shall provide an emergency plan or plan of service to maintain delivery of gasoline to Police, Fire and emergency operations during periods of limited supply due to fuel shortages, natural disasters, power outages or similar events. Due to the critical nature of fleet refueling for gasoline to City operations, any vendor without an adequate emergency plan shall not be considered.
- K. The number and location of refueling sites will be a consideration in any award.
- L. There must be at least two fueling sites within the City limits of Spring Hill (preferably one north and one south). Multiple locations dispersed throughout the City are preferred.

3. CONSIDERATIONS IN AWARDING BID

- A. The number and location of gasoline refueling locations within the City limits.
- B. The ability to provide a card-based fueling program for gasoline and diesel purchases.
- C. Acceptable emergency contingency plan for maintaining services during emergencies.
- D. Profit Margin and Delivery Charges.
- E. Ability of City personnel to order fuel cards, delete cards and otherwise administer the card program in a convenient manner.

4. EMERGENCY CONTINGENCY PLAN

The City's Police, Fire and other emergency service needs are susceptible to both short and long-term disruptions in fuel supply, especially gasoline. Without the ability to store gasoline onsite, the City depends upon the awarded vendor to have contingency plans to ensure fuel supply during these times. Vendor shall provide a brief explanation of its policies, resources and ability to continue fueling service to the City in the event of a disruption in the normal supply of fuel due to electrical outage, fuel shortage, fuel disruption, natural disaster or other such conditions. This contingency plan shall be described and attached to the bid.

5. PRICING FOR GASOLINE AND DIESEL

- A. Bids for fleet refueling shall be quoted as a per gallon profit margin to be added to the terminal price (wholesale costs) of the gasoline and shall include all overhead and profit of the vendor.
 - B. Since the City will be purchasing gasoline at vendor facilities on a daily basis, the bid shall briefly describe basis or method of determining terminal price of gasoline. Ex: Average terminal price for prior week , etc.
-

RESOLUTION 23-217

A RESOLUTION TO APPROVE RENEWAL OF FUEL CONTRACT FOR CITY VEHICLES

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen previously approved Tri-Star Energy to provide fuel for the city fleet, Resolution 20-163; and

WHEREAS, the contract effective date was January 1, 2021 thru January 1, 2024, with an optional renewal for two additional years; and

WHEREAS, City Staff recommends the renewal of the contract with Tri-Star Energy for an additional two years, effective January 1, 2024 thru January 1, 2026.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Alderman authorizes the mayor to approve the renewal of the contact for fuel services to Tri-Star Energy, for an additional two years, effective January 1, 2024.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 6th day of November, 2023.

ATTEST:



April Goad, City Recorder



Jim Hagaman, Mayor

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

RESOLUTION 20-163

**A RESOLUTION TO AWARD BID FOR FLEET REFUELING TO
TRI-STAR ENERGY, LLC**

WHEREAS, the City requires fleet refueling services for various departments in order for them to perform daily operations; and

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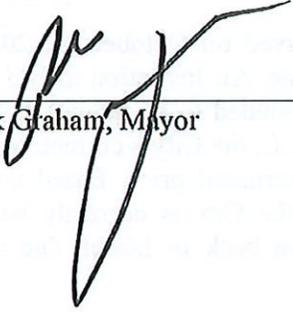
WHEREAS, Tri-Star Energy, the City's current vendor, was the sole bidder to have submitted a bid on October 22, 2020; and

WHEREAS, Tri-Star Energy satisfied the requirements contained in the Invitation to Bid including having two locations within the City for refueling of City vehicles and multiple locations throughout the area and providing an emergency plan for fueling for City vehicles; and

WHEREAS, Tri-Star will charge the City at terminal price plus \$0.12 per gallon for purchased fuel.

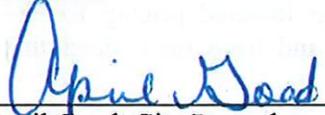
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Passed and adopted this 16th of November, 2020.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

**AGREEMENT BETWEEN CITY OF SPRING HILL, TENNESSEE AND
TRI-STAR ENERGY, LLC FOR FUEL SUPPLY**

THIS AGREEMENT ("AGREEMENT") is made by and between CITY OF SPRING HILL, TENNESSEE, a city governmental entity of the State of Tennessee ("City"), and TRI STAR ENERGY, LLC, a company authorized to do business in Tennessee ("Seller"), and sets forth the Agreement between the City and Seller for the supply of fuel.

WHEREAS, Seller agrees to continue to provide the Goods specified in the bid and accompanying letter attached hereto as Exhibit A and incorporated by reference (the "Bid") for the same prices set forth in the Bid.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The term of the Agreement shall be continuous and shall be extended for a two (2) year term beginning on January 1, 2024 and terminating on December 31, 2026 unless otherwise terminated as provided for in the Bid. Should funding for the Goods provided by Seller in accordance with the Bid be discontinued for failure of the City's legislative body to appropriate funds for the Goods, City shall have the right to terminate this Agreement on the last date of the fiscal year for which funding was provided by providing thirty (30) days written notice to Seller. Termination by City for lack of funding shall not in any way be considered a breach of this Agreement by City.
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3. This Agreement shall not affect the remaining provisions of the Bid and all provisions not in conflict with this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this ___ day of November, 2023.

CITY OF SPRING HILL, TENNESSEE:

TRI STAR ENERGY, LLC:

Jim Hagaman, Mayor

Steve S. Perry, VP of Wholesale

EXHIBIT A

CITY OF SPRING HILL, TENNESSEE
INVITATION TO BID - FLEET REFUELING



October 7, 2020

INVITATION TO BID

Fleet Refueling
City of Spring Hill, Tennessee

Sealed Bids will be received by the City of Spring Hill, Tennessee, for fleet refueling at City Hall, 199 Town Center Parkway (***for hand delivery or courier service***), P.O. Box 789 (***for regular mail service***) Spring Hill, Tennessee 37174, on or before October 22, 2020 at 2:00pm. The envelope containing the bid must be sealed and plainly marked "Bid for Fleet Refueling".

Bids must be made on the Bid Form and in accordance with Instructions to Bidders furnished by the City of Spring Hill.

The defined terms appearing in the General Specifications apply to all Contract Documents.

The City reserves the right to reject any or all Bids, to waive irregularities and/or informalities in any Bids, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

INSTRUCTIONS TO BIDDERS
FLEET REFUELING

1. RECEIPT AND OPENING OF BIDS

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Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof.

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9. METHOD OF AWARD

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10. TITLE VI POLICY

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INVITATION TO BID – FLEET REFUELING
GENERAL INFORMATION & REQUIREMENTS

1.00 GENERAL

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- H. A list of emergency contact person(s) shall be available on site in the event of a refueling problem or emergency.
- I. Refueling stations shall be well-lighted and have water, towels and windshield cleaner routinely available.
- J. Vendors shall provide an emergency plan or plan of service to maintain delivery of gasoline to Police, Fire and emergency operations during periods of limited supply due to fuel shortages, natural disasters, power outages or similar events. Due to the critical nature of fleet refueling for gasoline to City operations, any vendor without an adequate emergency plan shall not be considered.
- K. The number and location of refueling sites will be a consideration in any award.
- L. There must be at least two fueling sites within the City limits of Spring Hill (preferably one north and one south). Multiple locations dispersed throughout the City are preferred.

3. CONSIDERATIONS IN AWARDING BID

- A. The number and location of gasoline refueling locations within the City limits.
- B. The ability to provide a card-based fueling program for gasoline and diesel purchases.
- C. Acceptable emergency contingency plan for maintaining services during emergencies.
- D. Profit Margin and Delivery Charges.
- E. Ability of City personnel to order fuel cards, delete cards and otherwise administer the card program in a convenient manner.

4. EMERGENCY CONTINGENCY PLAN

The City's Police, Fire and other emergency service needs are susceptible to both short and long-term disruptions in fuel supply, especially gasoline. Without the ability to store gasoline onsite, the City depends upon the awarded vendor to have contingency plans to ensure fuel supply during these times. Vendor shall provide a brief explanation of its policies, resources and ability to continue fueling service to the City in the event of a disruption in the normal supply of fuel due to electrical outage, fuel shortage, fuel disruption, natural disaster or other such conditions. This contingency plan shall be described and attached to the bid.

5. PRICING FOR GASOLINE AND DIESEL

- A. Bids for fleet refueling shall be quoted as a per gallon profit margin to be added to the terminal price (wholesale costs) of the gasoline and shall include all overhead and profit of the vendor.
- B. Since the City will be purchasing gasoline at vendor facilities on a daily basis, the bid shall briefly describe basis or method of determining terminal price of gasoline. Ex: Average terminal price for prior week , etc.

- C. Terminal prices during the terms of the bid award will vary; however, the vendor's profit margin over terminal prices shall remain constant.
- D. All purchases will be made for the exclusive use of the City of Spring Hill; therefore bids shall be exclusive of all taxes.

6. INVOICING

- A. Vendor shall invoice the City on a monthly basis.
- B. The vendor shall furnish, at no charge to the City, the terminal price sheets or similar documentation supporting the charges made to the City.
 - 1. Terminal price sheets shall be furnished for gasoline when requested and shall support the charges billed to the City for the time period requested based upon the method described vendor in the original bid.
 - 2. The City of Spring Hill shall not be charged for State, Federal and Local taxes.
- C. Monthly invoices for gasoline shall include detail of each refueling transaction to include:
 - 1. Date of Refueling
 - 2. Operator/Driver name and ID
 - 3. Site of Refueling
 - 4. Type of fuel purchased
 - 5. Quantity of fuel purchased
 - 6. Summary by City Department

The monthly invoice shall also contain a summary of all purchases for the month by type of fuel and quantity.

7. PAYMENT

- A. Invoices shall be delivered to the Finance Department, City of Spring Hill, P.O. Box 789, Spring Hill, TN. 37174.
- B. Payment will be made within 30 days of receiving a correct invoice with all required documentation.

8. TENTATIVE TIMELINE

Release of Invitation to Bid - October 7, 2020
Bid Opening – October 22, 2020
Recommendation for Award - November 2, 2020
Award-Board of Mayor & Aldermen – November 16, 2020
Effective Date of Award – January 1, 2021

BID SHEET Page 1 of 1 – Fleet Refueling and Bulk Diesel Delivery

Fuel Type	Profit Margin Constant per gallon	Delivery Charge if applicable
Gasoline 87 Octane at vendor facility	.12	N/A
Gasoline 89 Octane at vendor facility	.12	N/A
Gasoline 91 Octane at vendor facility	.12	N/A
ULSD Diesel at vendor facility	.12	N/A

Explanation of Delivery Charges (index, etc.):

All Freight, Admin, and Card processing fees are included in the .12 cent margin.

Cost plus pricing is based on the daily DTN rack average index.

Method of determining terminal price of gasoline:

DTN & OPUS determine our terminal price.

Location of Refueling Stations (attach pages as required):

Location	24/7 availability Yes or No	Water/towels/windshield cleaner available Yes or No
5268 Main Street, Spring Hill, TN 37174	Yes	Yes
1001 Reserve Blvd, Spring Hill, TN 37174	Yes	Yes
2350 Lewisburg Pike, Franklin, TN 37064	Yes	Yes
4800 Columbia Pike, Thompson Station, TN 37179	Yes	Yes
All Twice Daily's, Hightail, Suddas Services, See attached.	Yes	Yes

- Do you have a computerized card based fueling system? Please circle answer: **YES** / NO
- Does your system identify both driver & vehicle when fuel is purchased? Please circle answer: **YES** / NO
- Can you supply terminal price sheets for diesel when delivered? Please circle answer: **YES** / NO
- Can you supply terminal price sheet for gasoline when requested? Please circle answer: **YES** / NO
- Contingency plan for electrical outage, fuel shortage or natural disaster must be explained in writing and attached to the bid. Is emergency contingency plan attached? Please circle answer: **YES** / NO
- Vendor may add additional terms and conditions to the bid; however those terms and conditions must be in writing and signed by the vendor. Is your bid contingent upon other terms and conditions? Please circle answer: YES / **NO**

In compliance with this Invitation for Bid for Fleet Refueling and subject to all conditions thereof unless further amended by the vendor as evidenced in writing and attached hereto, the undersigned offers and agrees to furnish any products and/or services upon which prices are quoted, at the price quoted. My signature below certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Bidder: Tri Star Energy

By: 
(Authorized Signature for Bidder)

Name: Kim Rittenberry

Title: Commercial Fuel Operations Manager.

Date: 10/16/20

IRAN DIVESTMENT ACT

A person engages in investment activities in Iran if:

1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

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."

Vendor Name: Tri Star Energy

Vendor Signature: Kennedy

Date: 10/16/20

October 19, 2020
City of Spring Hill

Re: Emergency Fuel Supply

To Whom it May Concern:

Tri Star Energy, LLC, is a petroleum distributor located in Nashville, Tennessee, supplying over 150 company operated stores, 400 independent dealers, and 6 stand-alone commercial fueling centers. Tri Star Energy is a joint venture with Shell Oil that started on November 1st, 2001. Tri Star Transport, our sister company, has Fifty-Six tractor trailers capable of hauling up to 8,500 gallons per load of gasoline or diesel products. Emergency fuel tank storage is located at 1740 Ed Temple Blvd, Nashville, TN, and has a storage capacity of 220,000 gallons. Currently, we are holding 150,000 gallons of Diesel and 70,000 gallons of Gasoline. This fuel is turned over on a regular basis and storage tanks are monitored for water. All stored diesel products are treated as needed. In the event of a pipeline disruption, Tri Star Energy also owns a fuel distributor located in Dothan, Alabama, allowing us expanded access to additional supply points, outside of the Colonial Pipeline system.

When an Emergency Management Plan is activated, Tri Star Energy will provide the City of Spring Hill's emergency response vehicles, exclusive fueling rights at Tri Star Energy's Pacific Pride (Spring Hill), located at: 5268 Main Street., Spring Hill, Tennessee. This fueling site has 18,000 gallons of diesel capacity, and 12,000 gallons of gasoline capacity, stored in underground tanks.

In order to facilitate complete fuel exclusivity for emergency vehicles, non-emergency vehicles will not be permitted to fuel at Spring Hill Main Street. City Police and the Sheriff Departments will need to assist in blocking non-emergency vehicles access to the site.

Should an unforeseen operational disruption occur at our Spring Hill Main Street location, City of Spring Hill emergency response vehicles will have access to fuel at over 30 retail locations (Twice Daily's, Hightail, and consigned convenience stores), located throughout Maury and Williamson Counties.

Should a crisis occur in the Spring Hill community and large areas are impacted by power outages, Tri Star Energy will implement a contingency plan to distribute 12-volt pumps or generators to pump fuel. Our 12-volt pumps can be connected to any car battery or any other 12-Volt source. Generator Quick Connects have been installed at three of our locations, Twice Daily's New Highway 96, Twice Daily's Carothers Parkway, and Twice Daily's Berry Farms. Furthermore, Tri Star Energy has above ground storage tanks (AST) in 1000 gallons to 2000 gallons capacities, available at 1740 Ed Temple Blvd., which can be available for temporary placement where needed.

Sincerely,

Mohamed Makky
Vice President
Tri Star Energy, LLC



Site Name	Address
Beechgrove Market & Deli	7301 HWY 64 EAST,WARTRACE,TN 37018
Bell Road Shell	1110 BELL RD,ANTIOCH,TN 37013
Belle Meade Shell	4409 HARDING ROAD,NASHVILLE,TN 37205
Canada's Market	3201 HWY 12 NORTH,ASHLAND CITY,TN 37015
City of Hendersonville Pacific Pride	255 FREE HILL RD,HENDERSONVILLE,TN 37075
Corner Market	20 BENDERS FERRY RD,MT JULIET,TN 37122
Cur's Corner	1901 COWAN HWY,WINCHESTER,TN 37398
Daily's #6322	1330 VULTEE BLVD,NASHVILLE,TN 37217-1923
Daily's #6604	601 FESSLERS LN,NASHVILLE,TN 37210-2832
Daily's #6615	799 OLD HICKORY BLVD,BRENTWOOD,TN 37027-4504
Daily's #6617	5621 FRANKLIN PIKE CIR,BRENTWOOD,TN 37027
Daily's #7209	2195 HILLSBORO RD,FRANKLIN,TN 37069-6223
Daily's #8816	1500 COLUMBIA AVE,FRANKLIN,TN 37064-3811
Davis Market #2	734 DINAH SHORE BLVD,WINCHESTER,TN 37398-1425
Dickson Exxon	497 HWY 46,DICKSON,TN 37055
Dickson Shell Station	719 HWY 70 EAST,DICKSON,TN 37055
Draks Oil, Inc #2	731 HARDING PLACE,NASHVILLE,TN 37211
Ed Temple Pacific Pride	1732 ED TEMPLE BLVD,NASHVILLE,TN 37208
Express Food Mart	1101 WOODLAND ST,NASHVILLE,TN 37206
Fairground St Pacific Pride	115 FAIRGROUND ST,FRANKLIN,TN 37064
Fairview Shell	1701 FAIRVIEW BLVD,FAIRVIEW,TN 37062-9076
Fairview Stop & Save	2655 FAIRVIEW BLVD,FAIRVIEW,TN 37062
Glen's Grocery	4778 PEYTONSVILLE RD,FRANKLIN,TN 37064
Gordonsville Shell	482 E GORDONSVILLE HWY,GORDONSVILLE,TN 38563
Granny White Market 7150	5301 GRANNY WHITE PIKE,BRENTWOOD,TN 37027
Hightail # 8235	9 HERMITAGE AVE,NASHVILLE,TN 37210
Hightail #6115	7534 OLD HICKORY BLVD,WHITES CREEK,MI 37189
Hightail #6124	1410 MURFREESBORO RD,FRANKLIN,TN 37067-5024
Hightail #6607	101 GALLATIN PIKE N,MADISON,TN 37115-3701
Hightail #6608	5315 Harding,NASHVILLE,TN 37217
Hightail #6613	150 FRANKLIN RD,BRENTWOOD,TN 37027-4637
Hightail #6635	750 TWO MILE PIKE,GOODLETTSVILLE,TN 37072-2321
Hightail #6645	7691 HIGHWAY 70 S,NASHVILLE,TN 37221-1756
Hightail #6653	6931 CHARLOTTE AVE,NASHVILLE,TN 37209-4207
Hightail #7203	320 HIGHWAY 109 N,LEBANON,TN 37090-1201
Hightail #7204	4601 ALABAMA AVE,NASHVILLE,TN 37209-3446
Hightail #7206	410 OLD HICKORY BLVD,NASHVILLE,TN 37209
Hightail #7218	5800 OLD HICKORY BLVD,HERMITAGE,TN 37076-2905
Hightail #8020	301 WHITE BRIDGE PIKE,NASHVILLE,TN 37209-3208

Hightail #8087	924 MURFREESBORO ROAD,LEBANON,TN 37090
Hightail #8216	724 THOMPSON LN,NASHVILLE,TN 37204-3195
Hightail #8801	580 DONELSON PIKE,NASHVILLE,TN 37214-3731
Hightail #8897	6955 CHARLOTTE PIKE,NASHVILLE,TN 37209-4207
Hilltop Market	1334 MURFREESBORO HWY,MANCHESTER,TN 37355
HP Oil, Inc.	1691 MURFREESBORO PIKE,NASHVILLE,TN 37217
Hullett's Shell	617 WOODBURY HWY,MANCHESTER,TN 37355-3424
Jlees Store	1125 MURFREESBORO RD,FRANKLIN,TN 37064
Larro's Market	415 OLD NASHVILLE HWY,LA VERGNE,TN 37086
Leiper's Fork Shell	4348 OLD HILLSBORO RD,FRANKLIN,TN 37064
Lucky Corner	6400 MAYNARDVILLE PIKE,KNOXVILLE,TN 37918
Madison Express	1420 N GALLATIN PIKE RD,MADISON,TN 37115
Madison Shell	1190 GALLATIN PIKE SOUTH,MADISON,TN 37115
Master Mart	848 LOUISVILLE HWY,GOODLETTSVILLE,TN 37072
Mt. Pleasant Airport Market	1135 N MAIN ST,MOUNT PLEASANT,TN 38474
North 1st St Pacific Pride	402 NORTH FIRST ST,NASHVILLE,TN 37207
Old Hickory Shell	13016 OLD HICKORY BLVD,ANTIOCH,TN 37013-2411
OM Gallatin Oil	4800 GALLATIN PIKE,NASHVILLE,TN 37216
OM Nolensville Oil	5455 NOLENSVILLE PIKE,NASHVILLE,TN 37211
OM Nolensville Oil	5455 NOLENSVILLE ROAD,NASHVILLE,TN 37211
One Stop Market	2350 LEWISBURG PIKE,FRANKLIN,TN 37064
Pelham Express Exxon	909 US 64,PELHAM,TN 37366
Petra Express, Inc.	766 DOUGLAS AVE,NASHVILLE,TN 37207
R & K Market	351 HARDING PL,NASHVILLE,TN 37211
R & S Market	1343 MURFREESBORO RD,NASHVILLE,TN 37217
Roma Market	1116 WEST MAIN ST,FRANKLIN,TN 37064
Shell Food Mart	14422 LEBANON RD,OLD HICKORY,TN 37138
Shell Market	2312 BRICK CHURCH PIKE,NASHVILLE,TN 37208
South Church St. Market	1411 SOUTH CHURCH ST,MURFREESBORO,TN 37130
Spring Hill Pacific Pride	5268 MAIN ST,SPRING HILL,TN 37174
St Maria	500 DONELSON PIKE,NASHVILLE,TN 37214
Star Gas #2	3479 HWY 70 WEST,DICKSON,TN 37055
T & M Market/Pac Pride Shelbyville	432 East Depot St,SHELBYVILLE,TN 37160
T & T Express #2	822 MURFREESBORO PIKE,NASHVILLE,TN 37217
T Fuel 8050	6444 EATONS CREEK RD,JOELTON,TN 37080
Triune Market & Deli	8026 HORTON HWY,ARRINGTON,TN 37014
Twice Daily 3051	1702 MAIN ST,CADIZ,KY 42211
Twice Daily 3060	324 N 2ND ST,CENTRAL CITY,KY 42330-1208
Twice Daily 6120	8020 MCCORY LINE,NASHVILLE,TN 37221
Twice Daily 6135	911 S HARTMANN DR,LEBANON,TN 37090-4048
Twice Daily 6178	267 INDIAN LAKE BLVD,HENDERSONVILLE,TN 37075
Twice Daily 6190	7001 BERRY FARMS CROSSING,FRANKLIN,TN 37064

Twice Daily 6270	9530 HIGHWAY 46,BON AQUA,TN 37025
Twice Daily 6602	3863 DICKERSON PIKE,NASHVILLE,TN 37207-1317
Twice Daily 6603	150 LONG HOLLOW PIKE,GOODLETTSVILLE,TN 37072-1840
Twice Daily 6606	116 FRANKLIN RD,BRENTWOOD,TN 37027-4637
Twice Daily 6621	501 COOL SPRINGS BLVD,FRANKLIN,TN 37067-2680
Twice Daily 6623	1316 MURFREESBORO RD,FRANKLIN,TN 37064
Twice Daily 6641	3696 BELL RD,NASHVILLE,TN 37214-2632
Twice Daily 6650	1732 N CAROTHERS PWY,BRENTWOOD,TN 37027-9124
Twice Daily 6652/Pac Pride Hartsville	101 MCMURRY BLVD,HARTSVILLE,TN 37074
Twice Daily 6659	1702 WEST END AVE,NASHVILLE,TN 37203-2602
Twice Daily 6665	1001 RESERVE BLVD,SPRING HILL,TN 37174
Twice Daily 7111	5272 CANE RIDGE RD,ANTIOCH,TN 37013-3704
Twice Daily 7114	204 WHITE BRIDGE PIKE,NASHVILLE,TN 37209-3207
Twice Daily 7207	343 E MAIN ST,HENDERSONVILLE,TN 37075-2558
Twice Daily 7216	910 OLDHAM DR,NOLENSVILLE,TN 37135-9454
Twice Daily 7716	8108 MOORES LN,BRENTWOOD,TN 37027
Twice Daily 7718	5012 OLD HICKORY BLVD,HERMITAGE,TN 37076
Twice Daily 7751	2961 DECHERD BLVD,WINCHESTER,TN 37398
Twice Daily 8022	915 E MAIN ST,LIVINGSTON,TN 38570-1626
Twice Daily 8029	2017 8TH AVE S,NASHVILLE,TN 37204-2201
Twice Daily 8046	1284 JACKSON FELTS RD,JOELTON,TN 37080-4845
Twice Daily 8072	310 E JAMES CAMPBELL BLVD,COLUMBIA,TN 38401
Twice Daily 8081	501 HICKORY HILLS BLVD,WHITES CREEK,TN 37189-9244
Twice Daily 8082	205 MAIN ST,JASPER,TN 37347-5641
Twice Daily 8085	648 THOMPSON LN,NASHVILLE,TN 37204-3608
Twice Daily 8090	1616 FRANKLIN RD,BRENTWOOD,TN 37027-6832
Twice Daily 8091	2504 E WOOD ST,PARIS,TN 38242-5905
Twice Daily 8815	222 NEW HIGHWAY 96 W,FRANKLIN,TN 37064-2457
Twice Daily 8825	7354 CHARLOTTE PIKE,NASHVILLE,TN 37209-5047
Twice Daily 8835	7201 HIGHWAY 70 S,NASHVILLE,TN 37221-2825
Twice Daily 8849	833 OAK MEADOW DR,FRANKLIN,TN 37064
Twice Daily 8859	1405 LEWISBURG PIKE,FRANKLIN,TN 37064-1110
Twice Daily 8863	4040 HILLSBORO PIKE,NASHVILLE,TN 37215-2719
Twice Daily 8865	2536 NASHVILLE HWY,COLUMBIA,TN 38401-7237
Twice Daily 8879	4800 COLUMBIA PIKE,THOMPSONS STATION,TN 37179-5203
Twice Daily 8899	369 NEW SHACKLE ISLAND RD,HENDERSONVILLE,TN 37075-2328
Twice Daily/White Bison 3100	115 GRAPHICS DR,MADISON,AL 35758
Twice Daily/White Bison 6181	5060 CAROTHERS PKWY,FRANKLIN,TN 37067
Twice Daily/White Bison 7100	2112 CHARLOTTE AVE,NASHVILLE,TN 37203-1834
Twice Daily/White Bison 7122	5701 EDMONDSON PIKE,NASHVILLE,TN 37211-6216
Twice Daily/White Bison 7123	7112 MOORES LN,BRENTWOOD,TN 37027-7939
Two Way Market	2691 HWY 41A NORTH,SHELBYVILLE,TN 37160

West Main Shell
Whites Creek Shell
Woodard's Market

1324 W MAIN ST,LEBANON,TN 37087-3257
5470 BUENA VISTA RD,WHITES CREEK,TN 37189-9065
1415 FAYETTEVILLE HWY,LYNCHBURG,TN 37352

RESOLUTION 20-163

**A RESOLUTION TO AWARD BID FOR FLEET REFUELING TO
TRI-STAR ENERGY, LLC**

WHEREAS, the City requires fleet refueling services for various departments in order for them to perform daily operations; and

WHEREAS, an Invitation to Bid was prepared, advertised and routed to three vendors; and

WHEREAS, Tri-Star Energy, the City's current vendor, was the sole bidder to have submitted a bid on October 22, 2020; and

WHEREAS, Tri-Star Energy satisfied the requirements contained in the Invitation to Bid including having two locations within the City for refueling of City vehicles and multiple locations throughout the area and providing an emergency plan for fueling for City vehicles; and

WHEREAS, Tri-Star will charge the City at terminal price plus \$0.12 per gallon for purchased fuel.

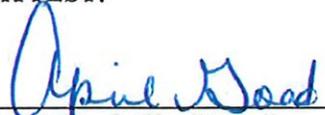
NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Spring Hill, that bid award be made to Tri-Star Energy, LLC for fleet refueling effective January 1, 2021 for a three-year term with an optional renewal for two additional years at the terminal price plus \$0.12 per gallon.

Passed and adopted this 16th of November, 2020.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



**City of Spring Hill
Budget & Finance Advisory Committee
and
Board of Mayor and Aldermen**

Date: October 23, 2020
Memo to: Budget & Finance Advisory Committee and BOMA
From: Patti Amorello, Finance Associate
Re: Bid award - Fleet Refueling

RESOLUTION NUMBER 20-163 – A RESOLUTION TO AWARD BID FOR FLEET REFUELING TO TRI-STAR ENERGY, LLC

BACKGROUND INFORMATION: The City requires fleet refueling for nearly all departments in order for them to perform their daily operations. Various grades of unleaded fuel are purchased, as well as diesel fuel.

An Invitation to Bid (ITB) was prepared, advertised and also directly distributed to three pertinent vendors for fleet refueling services. The model for fuel pricing is daily terminal price plus a markup.

One proposal was received on October 22, 2020. Parman (the State Contract vendor) deals primarily in bulk gasoline. An Invitation to Bid was also emailed to Fuelman, but they neither submitted a bid nor responded to an inquiry as to why they hadn't. The sole bid received was from Tri-Star Energy, LLC, the City's current vendor. The markup for the City was bid at .12 per gallon above the daily terminal price. Based upon communication from Tri-Star Energy, that pricing model is what the City is currently being charged. Tri Star lowered pricing for the municipalities they serve back in March due to market volatility and have maintained that structure since.

One requirement of the Invitation to Bid was that the vendor provide an Emergency Plan for fueling the City fleet in the event of a natural disaster or similar event. A satisfactory plan was provided by Tri-Star in their response to the ITB. Tri-Star met all other requirements of the Invitation to Bid, as well.

The bid award will be effective January 1, 2021 for a three-year term with an option to renew for two additional years.

ATTACHMENTS: Resolution 20-163

RECOMMENDATION: Approve Resolution 20-163 to award bid for fleet refueling to Tri-Star Energy, LLC.

RESOLUTION 20-163

**A RESOLUTION TO AWARD BID FOR FLEET REFUELING TO
TRI-STAR ENERGY, LLC**

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WHEREAS, Tri-Star will charge the City at terminal price plus \$0.12 per gallon for purchased fuel.

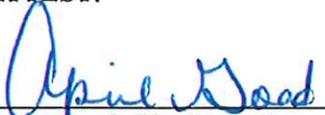
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Passed and adopted this 16th of November, 2020.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



**City of Spring Hill
Budget & Finance Advisory Committee
and
Board of Mayor and Aldermen**

Date: October 23, 2020
Memo to: Budget & Finance Advisory Committee and BOMA
From: Patti Amorello, Finance Associate
Re: Bid award - Fleet Refueling

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The bid award will be effective January 1, 2021 for a three-year term with an option to renew for two additional years.

ATTACHMENTS: Resolution 20-163

RECOMMENDATION: Approve Resolution 20-163 to award bid for fleet refueling to Tri-Star Energy, LLC.