



STATE OF MISSISSIPPI

EMERGENCY FUEL CONTRACT EXTENSION NO. 2

**CONTRACT NO. - 8200020774
CONTRACT SMART NO. - 1130-16-SWCT-00024**

**DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT
701 WOOLFOLK BUILDING, SUITE A
501 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201**

EMERGENCY FUEL

SUPPLIER: Specialty Fuel Services LLC

SUPPLIER NUMBER: 3100001586

CONTRACT NUMBER: 8200020774

CONTRACT SMART NUMBER: 1130-16-SWCT-00024

EFFECTIVE DATES: September 6, 2011 through September 5, 2014

EXTENDED DATES: September 6, 2014 through September 5, 2015

EXTENDED DATES: September 6, 2015 through September 5, 2016

1. AUTHORITY

1.1 This certifies that the Emergency Fuel Catalog has been extended for an additional twelve (12) months.

1.2 All prices, terms and conditions shall remain the same as stated in the original contract.



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(Revised: 09/06/15)

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1. AUTHORITY

1.1 This certifies that a state contract has been executed between the Office of Purchasing, Travel and Fleet Management, an Office of the Department of Finance and Administration for the State of Mississippi and the herein designated contractor or contractors pursuant to Section 31-7-7, Mississippi Code of 1972, Annotated, for the items and services specified herein.

2. APPLICATION

2.1 This state contract is for the purchase of fuel during declared emergency situations and in situations where an emergency is anticipated. Purchases made by state agencies for commodities included under the provisions of these contracts may be purchased under the terms of these contracts unless the entity determines that another method of fuel procurement will be more beneficial.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein may be extended to the governing authorities. However, under emergency declarations, the governing authorities, by provisions of Section 31-7-13, Mississippi Code, may purchase commodities from any source.

Commodities purchased under provisions of this state contract from the awarded contractor or contractors or authorized distributors shall be exempt from competitive bid requirements otherwise applying to purchases by state agencies and governing authorities. Applicable purchase orders issued by state agencies, regardless of the total amount, do not require further approval by this office.

The term governing authorities shall be defined as to mean boards of supervisors, governing boards of all school districts, all boards of directors of public water supply district, boards of directors of master public water supply districts, municipal public utility commissions, governing authorities of all municipalities, port authorities, commissioner and boards of trustees' of any public hospitals and any political subdivision of the state supported wholly or in part by public funds of the state or political subdivisions thereof.

3. RESTRICTION

3.1 Commodities not specifically listed here may not be purchased under the provisions of this state contract.

4. TRANSPORTATION

4.1 Transportation services and costs shall be as set forth in the pricing section of this contract.

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4.2 Special Delivery: Orders may be placed which require special handling may incur extra charges. When such orders are requested by the buying entity and incurred, the contractor shall prepay and may enter the charges that are in excess of normal charges on the invoice as a separate item for payment by the ordering agency. A copy of these charges must accompany the invoice.

5. OTHER INFORMATION

5.1 Overview of contract

5.1.1 This state contract offers various options to those government entities that desire to acquire fuel during emergencies and/or anticipated emergencies. The various options may include some "up front" costs that are intended to reduce the risk of not being able to acquire fuel in an actual emergency.

5.1.2 Each entity is advised to meet with the contractor to discuss the options, determine its own needs and levels of risk and, if desired, enter into an agreement which is in significant compliance with the sample contract attached.

5.1.3 The actual contract should clearly identify the options that have been agreed to. Upon execution of the contract by both parties the contract should be sent to the Office of Purchasing, Travel and Fleet Management for approval and assignment of a contract number. Upon approval copies will be sent to the purchasing entity and the contractor.

5.1.4 In the event of a declared emergency or an anticipated emergency, the Office of Purchasing, Travel and Fleet Management will notify the contractor of the situation and will identify an individual to act as the State of Mississippi Fuel Coordinator. Initially the phone number to call to obtain information about the Fuel Coordinator (and contact information) will be 601-359-3409.

5.1.5 All entities that have entered into contracts under this agreement will then submit all requests for fuel to this individual using either the MEMA WebEOC software or via telephone, fax or email. All requests shall be submitted by 4:00 pm for anticipated deliveries the next day.

5.1.6 In the event that 100% of the requests can not be met by the contractor, the Fuel Coordinator will determine the priorities and will authorize fuel accordingly.

5.2 Contract Format: OPTFM has listed a state contract number and a state contract *smart* number. The contract number is an automatically

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generated number. The smart number is a more unique identifier that lists OPTFM's agency's number, contract year and shows agencies that it is a statewide contract. Also there is an asterisk listed at the end of the smart number. The asterisk is added at the end of the number for searchable purposes only when searching in MAGIC; this is because each time a contract is changed, the Version number of the contract changes. It is not actually a part of the smart number. Either number can be used by agencies to search for this contract in the State's e-procurement system.

5.3 Description: Relevant information about each item or service is shown in the description column. This information includes a description of the item or service.

6. ORDERING

6.1 Purchase Order Information: Because of the emergency nature of this contract actual purchase orders will not be required unless desired by the buying entity. The signed contract as described in Section 5.1 will identify the commitment made by the buying entity and the contractor. The fuel request submitted to the Fuel Coordinator will be considered the request. The fuel request should include the following information

- A. Contract Number
- B. Contract Smart Number as assigned by OPTFM
- C. Types of fuel needed and quantities
- D. Date needed
- E. Location(s) where fuel is needed
- F. Name and phone number (24/7 contact info) of authorized requestor

6.2 Object Codes: State agencies should use the applicable object codes when making purchases from this contract. The Object Codes are as follows:

- A. 62205 Fuels - Storage
Monthly storage fee for reserved fuels.
- B. 62206 Fuels - Delivery
Charges related to the delivery of fuels.
- C. 62210 Fuels - Gasoline
Gasoline used in vehicles, tractors, lawn mowers, edgers, etc.
Fuel is generally purchased with state credit card.
- D. 62211 Fuels - Diesel
This includes diesel used in vehicles.

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E. 62212 Fuels - Other

This includes fuels for transportation, heating, etc. such as fuel oils, propane, butane, kerosene, etc.

F. 62213 Fuel Card - Oils, Greases, etc.

This includes costs on fuel cards such as oils, greases, etc.

7. CONTRACT ADMINISTRATION

7.1 Questions or problems arising from this state contract or subsequent order and delivery procedures should be directed to the Office of Purchasing, Travel and Fleet Management, 701 Woolfolk Building, Suite A, 501 North West Street, Jackson, MS 39201; Phone: 601-359-3409.

7.2 Payment: After merchandise has been received and invoices submitted to the using agency, it shall be the responsibility of the using agency to make payment in compliance with appropriate instructions set forth in Paragraph 8, Contractor Identification.

8. CONTRACTOR IDENTIFICATION

8.1 Items listed on this contract have been awarded to the following contractor.

8.2 SUPPLIER NO.: 3100001586 Specialty Fuel Services, LLC

CONTRACT WITH: Specialty Fuel Services, LLC
P. O. Box 1249
1 Superior Ave
Kosciusko, MS 39090

PAYMENTS TO: Same as above

TERMS: Net 45 days

DELIVERY: Next day

CONTRACT ADM.: Mr. Frank J. Mann
Office 662-289-4103
Cell (24/7) 601-529-2477
FAX: 662-289-1349

Email:
frank@specialtyfuelservices.com

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Description of services and costs

Option 1. State Purchase of Fuel and Storage Fees

Fuel Purchase Cost: OPIS average Delta Terminal Greenville, MS Rack plus .05

Fuel Storage Cost: 100,000 gallons and below = .035/gallon/month

110,001 gallons to 400,000 gallons = .03/gallon/month

444,001 gallons to 800,000 gallons = .025 gallon/month

Over 800,000 gallons = .0225 gallon/month

Description:

State agency/governing authority owns the fuel asset and SFS stores and manages it in one or more terminal locations. State agency/governing authority may sell or take delivery and use the fuel at its discretion.

Option 2. State Purchase of Fuel w/Payment Plan and Storage Fees

Fuel Purchase Cost: OPIS Average Delta Terminal Greenville, MS plus .05

Fuel Storage Cost: .035/gallon/month

Fuel Payment Cost: Purchase price divided by number of months in contract

Description:

State agency/governing authority contracts to purchase fuel and pays for the purchase over an agreed term. When the term is complete, fuel is fully owned by state agency/governing authority. Outstanding debt will determine price per gallon if fuel is needed before it is paid off.

Example: 100,001 gallons of fuel at \$3.00 gallon = \$300,003

Payment term is 60 months (SFS offers terms from 12-60 months) so payment would be $\$300,003/60 = \5000.05 plus storage fee of \$3500. After 60 months, fuel would be paid for and owned by the state agency/governing authority and storage fee would drop to .03/gallon/month (based on storage fee table in Option 1 above)

Option 3. Specialty Fuel Services Owned (Fuel Guarantee)

Description:

SFS will guarantee a negotiated number of gallons with the State agency/governing authority and guarantee availability of transportation equipment and personnel for the negotiated amount of fuel in exchange for .05/gallon of guarantee per month. The price will be set upon delivery during the emergency, based on that day's purchase price plus .10 cents. No storage fee is collected in this option. Fuel may be

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sourced from different states.

Option 4. SFS Best Effort

Description:

If the State requires more fuel than it has reserved using on of the options 1-3 above, SFS will endeavor to supply the State's additional needs using SFS's own fuel supply network and that if its subcontractors. Because fuel prices and taxes vary significantly from State to State, this activity can be a more complex and costly activity than simply buying at the local rack. Therefore, fuel acquired for the State will be priced at the originating rack cost (where the fuel was purchased) PLUS .25.

Delivery Pricing

TANKS

Size	Type	Minimum Billed	Week
550	Double Wall	\$625	\$893
1000	Double Wall	\$725	\$1036
2000	Double Wall	\$900	\$1286
4000	Double Wall	\$1295	\$1850
6000	Double Wall	\$1400	\$2000
8000	Double Wall	\$1575	\$2250
10000	Double Wall	\$1855	\$2650
12000	Double Wall	\$2205	\$3150
20000	Double Wall	\$3486	\$4980

Labor loading charge \$45 per hour plus lifting charge. Overtime applies. Delivery charge is \$150 Hour Round Trip.

PUMPS-HOSES-FILTERS

Rating	Type	Minimum Billed	Week
15 GPM With Hose	12 Volt	\$84	\$120
20 GPM With Hose	12 Volt	\$98	\$140
15 GPM With Hose	110 Volt	\$91	\$130
20 GPM With Hose	110 Volt	\$119	\$170
35 GPM With Hose Diesel	110 Volt	\$231	\$330
35 GPM With Hose	Submerged	\$231	\$330
20 GPM With Hose	Hand Pump	\$150	One Time Charge
Meter	¾ or 1 inch	\$225	One Time Charge
Meter	1 or 1.5 inch	\$275	One Time Charge
¾ Hose	Extra 10 Foot	\$55	One Time Charge
1 inch Hose	Extra 10 Foot	\$75	One Time Charge

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Filter	3/4 Inch	\$20	One Time Charge
Filter	1 Inch	\$35	One Time Charge
Filter	3/4 Base	\$25	One Time Charge
Filter	1 Base	\$40	One Time Charge

FUELING EQUIPMENT

Equipment	Type	Minimum Drop Plus Fuel	Day
Truck	Bobtail	\$750	\$4440
Truck	Tanker	\$750	\$4440
Trailer	1000 Diesel	\$500	\$3600
Trailer	500 gasoline	\$500	\$3600

EQUIPMENT	Gallons	Min. 24 hr Drop Charge Plus Fuel	Hourly Rate
MOBILE STATION WITH GENERATOR POWER w/o labor	1000/500	\$3720	\$155
MOBILE STATION WITH GENERATOR POWER w/o labor	2500/100	\$3960	\$165
MOBILE STATION WITH GENERATOR POWER w/o labor	4000/2500	\$4200	\$175
MOBILE STATION WITH GENERATOR POWER w/o labor	10000/2000	\$4440	\$185

LABOR

NAME	TYPE	PER HOUR FIRST 8 HOURS/DAY	OVER 8 HOURS/DAY
HOSE WRANGLER	FUELING LABOR	\$35	\$52.50
SITE MANAGER	MANAGEMENT AT WORK AREAS	\$125	\$125
EXECUTIVE	OWNERSHIP LEVEL LOGISTICS	\$150	\$150

VARIOUS

EQUIPMENT	TYPE	RATE
CAMPER	3-4 PERSON	AS NEEDED
PROPANE	BOBTAIL DAILY RATES ALSO APPLY	\$225 PER DAY
		MT. BELLVUE (COST) + \$0.65 GALLON

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charges and performance under this agreement. Contractor shall keep such records for a period of five (5) years after final payment under this agreement. Contractor agrees to refund to the OPTFM any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 5-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

5.2 Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state, and local laws and regulations.

5.3 Assignment

Contractor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the OPTFM. Any attempted assignment or subcontract without said consent shall be void and of no effect. However, if approved by the OPTFM in writing, the Contractor may assign or subcontract for those services described herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the OPTFM and to ensure that the OPTFM is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a contract in those matters described in the contract between the OPTFM and the Contractor.

The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The Contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services in the contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

All subcontracts must be in writing. All subcontractors shall comply with the applicable provisions of federal and State laws, regulations

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and policies. All subcontractors shall comply with the provisions of the contract and shall include at least the following:

A description of services to be provided or other activities performed. This description shall be in such form as to permit the state agency to ascertain definitively which contractual obligations have been subcontracted.

Provisions for release to the Contractor any information necessary for the Contractor to perform any of its obligations under the contract including, but not limited to, compliance with all reporting requirements.

Provision(s) that the facilities and records of the subcontractor shall be open to inspection by the Contractor and appropriate state and federal agencies and the records, or copies thereof, shall be provided to the Contractor, upon request, for transfer to subsequent subcontractors for review by the state agency.

Provision(s) that the subcontractor shall maintain records and provide access to same in accordance with Section 5.1 of this RFP.

5.4 Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

5.5 Availability of Funds

It is expressly understood and agreed that the obligation of the State Agencies and Governing Authorities to proceed under this agreement is conditioned upon the specific appropriation of funds by the Mississippi State Legislature and receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds

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are not otherwise available to the state, the state shall have the right upon ten (10) working days written notice to the Contractor, to terminate or modify this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination or modification shall be as specified in the notice of termination or modification.

5.6 Change in Scope of Work

The OPTFM may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. The Contractor may make no claims that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the OPTFM and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the OPTFM in writing of this belief. If the OPTFM believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

5.7 Confidential Information

"Confidential Information" shall mean (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential, and (b) all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the OPTFM. Each party to this agreement agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of OPTFM shall result in the immediate termination of this agreement.

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In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This Section shall survive the termination or completion of this agreement. The parties agree that this Section is subject to and superseded by the Mississippi Code of 1972, Annotated, §25-61-1, et.seq, regarding Public Access to Public Records. Offeror and the OPTFM shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by non-parties of ordinary skill in the business of the customer; (c) is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on Confidential Information; (e) is or later become part of the public domain or may be lawfully obtained by the OPTFM or the Offeror from any non-party, or (f) is disclosed with the Disclosing Party's prior written consent.

5.8 Copyrights

Contractor (i) agrees that the OPTFM shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement, and (ii) hereby grants to the State a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or (copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent Contractor now has, or prior to the completion or full final settlements of this agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of the Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Contractor's opinion be likely to become, the subject of any infringement claim or

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suit, the Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing. It is understood that the OPTFM shall have unlimited, royalty free license to use, reproduce, translate, or publish the instruments, software, and methodologies provided, developed and produced by the Contractor under this Agreement.

5.9 Compliance With Laws

The Contractor understands that the OPTFM is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified. The Contractor ensures that any person assigned to perform services hereunder meets the employment eligibility requirements of the immigration and naturalization laws including, but not limited to, the Immigration Reform and Control Act of 1986.

5.10 Indemnification

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the OPTFM, its employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the OPTFM's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the OPTFM; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the OPTFM shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the OPTFM's concurrence, which the OPTFM shall not unreasonably withhold. In the event the Contractor fails to comply with the dictates of this section,

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the OPTFM shall have the right to seek any legal remedy that may be available.

5.11 Independent Contractor Status

The Contractor acknowledges that, if awarded a contract, they shall, at all times, be regarded as an independent Contractor and shall at no time act as an agent for the OPTFM. Nothing contained herein shall be deemed or construed by the OPTFM, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the OPTFM and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the OPTFM or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the OPTFM and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the OPTFM. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of the OPTFM; and the OPTFM shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The OPTFM shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the OPTFM shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the OPTFM for its employees.

5.12 Legal and Technical Support

The Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and general accepted measurement principles, applicable assessments and uses of the type described in this RFP, including but not limited to standards relating to validity and reliability. The Contractor shall consult with the OPTFM concerning its implementation of the requirements of the section. In the event of a challenge in which the validity or reliability of the use of any instrument provided or developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), the Contractor shall cooperate with the OPTFM in the defense of the instrument and shall provide reasonable technical and legal support with regard to the Contractor's activities under this contract without additional charges to the OPTFM.

EMERGENCY FUEL

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SUPPLIER NUMBER: 3100001586

CONTRACT NUMBER: 8200020774

CONTRACT SMART NUMBER: 1130-16-SWCT-00024

EFFECTIVE DATES: September 6, 2011 through September 5, 2014

EXTENDED DATES: September 6, 2014 through September 5, 2015

EXTENDED DATES: September 6, 2015 through September 5, 2016

5.13 Modification or Renegotiation

This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this agreement necessary.

5.14 Ownership of Documents and Work Papers

The OPTFM shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Contractor's internal administrative and quality assurance files and internal Project correspondence. The Contractor shall deliver such documents and work papers to the OPTFM upon termination or completion of each engagement under the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the OPTFM and subject to any copyright protections.

5.15 Patents and Royalties

If the Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work. The Contractor covenants to save, defend, keep and hold harmless, and indemnify the OPTFM and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost - including court costs and attorney's fees, charges, liability, and exposure, however caused - for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the OPTFM.

5.16 Price Adjustment

Submission of Cost or Pricing Data. The Contractor shall provide data supporting any requested adjustment subject to the provisions of the Mississippi Personal Service Contract Procurement Regulations.

5.17 Procurement Regulations

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The contract shall be governed by the applicable provisions of the Mississippi Procurement Manual, a copy of which is available at <http://www.dfa.ms.gov/Purchasing/ProcurementManual.html>.

5.18 Representation Regarding Contingent Fees

The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

5.19 Representation Regarding Gratuities

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the Mississippi Personal Service Contract Procurement Regulations.

5.20 Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the State or by applicable federal and State laws, rules, and regulations. The Contractor shall retain these records for a period of five (5) years after final payment, or until they are audited by the State of Mississippi or any of its duly authorized representatives, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent 5-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

5.21 Right to Inspect Facility

The OPTFM may at reasonable times, inspect the place of business of a Contractor or any subcontractor that is related to the performance of any Contract awarded by the OPTFM.

5.22 Stop Work Order

Order to stop work. The OPTFM, may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable

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steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the OPTFM shall either: Cancel the stop work order; or Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if: The stop work results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and The Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the OPTFM decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

Adjustments of Price. Any adjustment in administrative fee calculations made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

5.23 Termination for Default

Default/Liquidated Damages. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the OPTFM may notify the Contractor in writing of the delay or nonperformance and may assess liquidated damages in the amount of \$5,000 per day for each day the Contractor is considered to be in default, the OPTFM may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the OPTFM may procure similar supplies or services in a manner and upon terms deemed appropriate by the OPTFM. The Contractor shall

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continue performance of the contract to the extent it is not terminated. Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the OPTFM, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the OPTFM has an interest.

Compensation. Payment for completed services delivered and accepted by the OPTFM shall be made according to the terms set forth in the agreement. The OPTFM may withhold from amounts due the Contractor such sums as the OPTFM deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the OPTFM for the excess costs incurred in procuring similar goods and services.

Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

5.24 Termination for Convenience

Termination. The OPTFM may, when the interests of the OPTFM so require, terminate this contract in whole or in part, for the convenience of the State. The OPTFM shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The OPTFM may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the OPTFM. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

5.25 Insurance

The Contractor acknowledges that they shall maintain workers' compensation insurance, which shall inure to the benefit of the Contractor's personnel, and automobile liability insurance as prescribed by law. The Contractor also acknowledges that \$1,000,000 general

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liability and employee fidelity bond insurance must be maintained. The State shall require a certificate of conformity as a requirement to awarding a contract.

5.26 Debarment

By submitting a bid, the Offeror certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

5.27 Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address. For the Contractor: Name, Title, Contractor, Address For the OPTFM: Wayne Cranford Director, Fleet Management Office Purchasing, Travel and Fleet Management 701-A Woolfolk Building 501 North West Street Jackson, Mississippi 39201 WITNESS our signatures, on the date first written.

(NAME OF CONTRACTOR)

By: _____
(Name and Title of authorized contractor representative)

Date: _____

Office of Purchasing, Travel and Fleet Management

By: _____
Wayne Cranford, Director, Bureau of Fleet Management

Date: _____