

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: August 17, 2025
Subject: Request for Approval of Amendment No. 3 to the Price Agreement for Motor Oils, Lubricants, Antifreeze, and Related Products with Senergy Petroleum, LLC of Arvada, CO, at the Same Price, Terms and Conditions (ITB No. 23/02/B)

SUMMARY

The Agency is requesting the Board approve Amendment No. 3 (Amendment) to the Price Agreement (Agreement) with Senergy Petroleum.

Per the Amendment, Senergy Petroleum has agreed to extend the term of the Agreement under the same pricing, specifications and conditions.

The Amendment extends the term of the Agreement for a fourth year through August 18, 2026. Per Article 8, the Agreement can be renewed annually upon Board approval, not to exceed four years.

The Amendment amends Article 28 of the Agreement to change the Contractor notice information for Senergy Petroleum.

The Amendments continue delivery of fluids, lubricants, antifreeze and related products required to maintain the Agency's commercial fleet of heavy trucks, heavy equipment and vehicles.

Invitation to Bid No. 23/02/B (ITB) does not commit the Agency to a definite quantity or specific dollar value for fluids and related products; instead, the ITB allows the Agency to procure fluids and related products as needed.

Funding for these Agreements is available from:

- 8100851.520400 and 8100852.520400 (Repair and Maintenance, Machine and Equipment)
- 8100851.520500 and 8100852.520500 (Repair and Maintenance Vehicle)

BACKGROUND

On July 21, 2022, the Agency issued ITB No. 23/02/B to secure pricing for fluids and related products required to maintain the Agency's fleet of trucks, heavy equipment and vehicles.

On August 18, 2022, the Board awarded the ITB, via Price Agreements, to:

- Brewer Oil Company
- General Parts Distribution d/b/a Advance Auto Parts and Carquest Auto Parts
- Safety-Kleen Systems
- Senergy Petroleum
- West Direct Oil

West Direct Oil declined to execute the price agreement.

On August 17, 2023, the Board approved Amendment No. 1 to the Agreements with:

- Brewer Oil Company
- General Parts Distribution d/b/a Advance Auto Parts and Carquest Auto Parts
- Safety-Kleen Systems
- Senergy Petroleum

On August 15, 2024, the Board approved Amendment No. 2 to the Agreements with:

- General Parts Distribution d/b/a Advance Auto Parts and Carquest Auto Parts
- Safety-Kleen Systems
- Senergy Petroleum

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 3 to the Price Agreement for fluids and related products with Senergy Petroleum.

Attachments:

- 1) Amendment No. 3 – Price Agreement
- 2) Amendment No. 2 – Price Agreement
- 3) Amendment No. 1 – Price Agreement
- 4) Price Agreement (ITB No. 23/02/B)

ATTACHMENT 1

Amendment No. 3 – Price Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
PRICE AGREEMENT WITH
SENERGY PETROLEUM
(Motor Oils, Lubricants, Antifreeze and Related Products - 2022)**

This AMENDMENT No. 3 (“Amendment”) to the PRICE AGREEMENT (“Agreement”) dated August 18, 2022 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Senergy Petroleum (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide an indefinite quantity of motor oils, lubricants, antifreeze and related products on an as-needed basis as described in ITB No. 23/02/B, and on all terms, specifications and conditions, contained therein.

Pursuant to Article 24, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on August 18, 2026, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

2. NOTICES

Article 28, Notices of the Agreement is amended to change the notice information for the Contractor, so that Article 28 reads in its entirety as follows:

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, as provided below, to the parties at the following addresses:

AGENCY: Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswma.org

CONTRACTOR: Katie Atencio
Contract Specialist
Senergy Petroleum
1470 N. Horne St.
Gilbert, AZ 85233
Email: katie.atencio@gosenergy.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notices sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Katie Atencio
Contract Specialist
Senergy Petroleum

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

Amendment No. 2 – Price Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PRICE AGREEMENT WITH
SENERGY PETROLEUM
(Motor Oils, Lubricants, Antifreeze and Related Products - 2022)**

This AMENDMENT No. 2 (“Amendment”) to the PRICE AGREEMENT (“Agreement”) dated August 18, 2022 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Senergy Petroleum (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide an indefinite quantity of motor oils, lubricants, antifreeze and related products on an as-needed basis as described in ITB No. 23/02/B, and on all terms, specifications and conditions, contained therein.

Pursuant to Article 24, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. ITEMS/SERVICES TO BE PROVIDED

Article 4, Items/Services to be Provided of the Agreement is amended to reflect the increase to Contractor's unit pricing for items listed in Section 5 of Exhibit A of the Agreement so that Section 5 of Exhibit A referenced in Article 4 is deleted in its entirety and replaced with Section 5 of Exhibit A attached hereto.

2. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on August 18, 2025, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. NOTICES

Article 28, Notices of the Agreement is amended to change the notice information for the Contractor, so that Article 28 reads in its entirety as follows:

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, as provided below, to the parties at the following addresses:

AGENCY: Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswma.org

CONTRACTOR: Carlos Zubiarte
Contract Specialist
Senegy Petroleum
1470 N. Home St.
Gilbert, AZ 85233
Email: carlos.zubiarte@gosenergy.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice

delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notices sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

4. **AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

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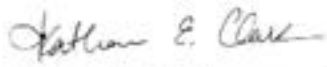
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the
dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Camilla Bustamante (Aug 19, 2024 14:47 MDT)
Camilla Bustamante
Chairperson, Joint Powers Board

08/19/24
Date: _____

ATTEST:


Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:


Carlos Zubiata
Contract Specialist
Senergy Petroleum

08/15/24
Date: _____

APPROVED AS TO FORM:


Nancy Long (Aug 15, 2024 15:17 MDT)
Nancy R. Long
Agency Attorney

08/15/24
Date: _____

EXHIBIT A

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	55-Gallon Drum	\$518.10	Chevron DELO ELC Antifreeze/Coolant (50/50)
	Bulk – per Gallon up to 275 Gallons	\$8.80	Chevron DELO ELC Antifreeze/Coolant (50/50)
DELO® XLC Antifreeze/Coolant (50/50)	55-Gallon Drum	\$569.25	Chevron DELO XLC Antifreeze/Coolant (50/50)
	Bulk – per Gallon up to 275 Gallons	\$10.35	Chevron DELO XLC Antifreeze/Coolant (50/50)

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)		\$547.25	Chevron Hydraulic Oil AW (ISO 46)
	55-Gallon Drum	\$488.95	MaxxPro AW 46
RANDO HDZ (ISO 46)	55-Gallon Drum	\$919.60	Chevron Rando HDZ (ISO 46)
	Bulk – per Gallon up to 275 Gallons	\$16.72	Chevron Rando HDZ (ISO 46)
Cetus® HiPerSyn® Oil (ISO 32)	5-Gallon Pail	\$193.75	Chevron Cetus HiPerSyn Oil (ISO 32)
Cetus® HiPerSyn® Oil (ISO 46)	5-Gallon Pail	\$193.75	Chevron Cetus HiPerSyn Oil (ISO 46)
Cetus® HiPerSyn® Oil (ISO 68)	5-Gallon Pail	\$193.75	Chevron Cetus HiPerSyn Oil (ISO 68)
Cetus® HiPerSyn® Oil (ISO 100)	5-Gallon Pail	\$193.75	Chevron Cetus HiPerSyn Oil (ISO 100)
Cetus® HiPerSyn® Oil (ISO 150)	5-Gallon Pail	\$193.75	Chevron Cetus HiPerSyn Oil (ISO 150)
Cetus® HiPerSyn® Oil (ISO 220)	5-Gallon Pail	\$193.75	Chevron Cetus HiPerSyn Oil (ISO 220)
Cetus® HiPerSyn® Oil (ISO 320)	5-Gallon Pail	\$195.00	Chevron Cetus HiPerSyn Oil (ISO 320)
Cetus® HiPerSyn® Oil (ISO 460)	5-Gallon Pail	\$195.00	Chevron Cetus HiPerSyn Oil (ISO 460)

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	Case - Quarts	\$87.00	Chevron ATF +4
Chevron ATF MD-3	Case - Quarts	\$53.70	Chevron ATF MD-3
		\$74.25	Chevron ATF MD-3
	5-Gallon Pail	\$58.15	MaxxPro MD-3
	55-Gallon Drum	\$767.25	Chevron ATF MD-3
		\$576.40	Maxxpro MD-3
Chevron Synthetic ATF MV Dexron VI	Case - Quarts	\$64.80	Chevron Synthetic ATF MV Dexron VI
		\$77.55	Chevron 1000 THF
Chevron 1000 THF	5-Gallon Pail	\$56.00	MaxxPro THF
DELO® Syn ATF HD	Case - Quarts	N/A	N/A
	55-Gallon Drum	\$1,876.05	Chevron Delo Syn ATF HD
TranSynd (Allison Transmission)	Case - Gallons	N/A	N/A
	5-Gallon Pail	N/A	N/A
	55-Gallon Drum	\$1,876.05	Chevron Delo Syn ATF 668
	Bulk – per Gallon up to 275 Gallons	\$34.11	Chevron Delo Syn ATF 668

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	Case - Gallons	\$53.25	Chevron DELO XLE SAE 10w30 (Synblend)
DELO® 400 SDE SAE 15w40	55-Gallon Drum	\$882.75	Chevron DELO 400 SDE SAE 15w40
	Bulk – per Gallon up to 275 Gallons	\$613.25	MaxxPro 15w40
		\$15.55	Chevron Delo 400 SDE SAE 15w40
Chevron DELO 400 LE 15w40	Bulk – per Gallon up to 275 Gallons	\$10.67	MaxxPro 15w40
	55-Gallon Drum	N/A	N/A
Chevron DELO 400 LE 15w40	Bulk – per Gallon up to 275 Gallons	N/A	N/A
	55-Gallon Drum	N/A	N/A
Chevron Havoline Synthetic (0w20)	Case - Quarts	\$32.97	Chevron Havoline Synthetic 0w20
Chevron Havoline Synthetic (5w20)	Case - Quarts	\$32.97	Chevron Havoline Synthetic 5w20
Chevron Havoline Synthetic (5w30)	Case - Quarts	\$32.97	Chevron Havoline Synthetic 5w30
Chevron Havoline Synthetic (10w30)	Case - Quarts	\$32.97	Chevron Havoline Synthetic 10w30
Chevron Havoline Synthetic (5w40)	Case - Quarts	\$32.97	Chevron Havoline Synthetic 5w40
Mobil Synthetic (80w90)	Per Gallon	N/A	N/A
	55-Gallon Drum	N/A	N/A

Gear/Drive Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	Case - Quarts	N/A	N/A
	55-Gallon Drum	\$1,228.00	Chevron DELO Gear EP-5 SAE 80w90
DELO® Gear EP-5 (SAE 85w-140)	Case - Quarts	N/A	N/A
	5-Gallon Pail	\$134.75	Chevron DELO Gear EP-5 SAE 85w140
Chevron DELO Gear Oil (SAE 80w90)	Case - Quarts	N/A	N/A
	55-Gallon Drum	N/A	N/A
DELO® TorqForce® (SAE 10w)	55-Gallon Drum	\$657.25	Chevron DELO TorqForce SAE 10w
	Bulk – per Gallon up to 275 Gallons	\$11.30	Chevron DELO TorqForce SAE 10w
DELO® TorqForce® (SAE 30w)	55-Gallon Drum	\$657.25	Chevron DELO TorqForce SAE 30w
	Bulk – per Gallon up to 275 Gallons	\$11.30	Chevron DELO TorqForce SAE 30w

Grease	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	Case - 14 oz tubes	\$166.25	Chevron DELO Grease EP (#2)
	Quarter Drum	\$553.80	Chevron DELO Grease EP (#2)

Miscellaneous Fluids	Unit	Unit Price	Specific Grade/Brand Offered
Starting Fluid – 50% Ether	Case – 11 Ounce Can	\$35.40	Unbranded
Power Steering Fluid	Case – 12 Ounce Bottle	N/A	N/A
	Case - Quarts	\$38.40	Unbranded
	Case - Gallons	N/A	N/A
Diesel Exhaust Fluid (DEF)	2.5 Gallon Container	\$11.75	Unbranded
	Bulk – per Gallon up to 300 Gallons	10% off list price	Unbranded
DOT 3 Brake Fluid	Case - Quarts	\$108.00	Unbranded
	Case - Gallons	N/A	N/A
Non-Chlorinated Brake Parts Cleaner	Case – 14 Ounce Can	N/A	N/A
Howe’s Diesel Conditioner and Anti-Gel	Case - Quarts	\$90.00	Howe’s Diesel Treat

Other	Discount
Discount % off other products NOT listed above from the current vendor online catalog)	10%

ATTACHMENT 3

Amendment No. 1 – Price Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
SENERGY PETROLEUM
(Motor Oils, Lubricants, Antifreeze and Related Products - 2022)

This AMENDMENT No. 1 ("Amendment") to the PRICE AGREEMENT ("Agreement") dated August 18, 2022 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Senergy Petroleum ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide an indefinite quantity of motor oils, lubricants, antifreeze and related products on an as-needed basis as described in ITB No. 23/02/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. ITEMS/SERVICES TO BE PROVIDED

Article 4, Items/Services to be Provided of the Agreement is amended to update an email address for Contractor to submit invoices in Section 4 of Exhibit A of the Agreement and to reflect the increase to Contractor's unit pricing for items and services listed in Section 5 of Exhibit A of the Agreement so that Sections 4 and 5 of Exhibit A referenced in Article 4 are deleted in their entirety and replaced with the Sections 4 and 5 of Exhibit A attached hereto.

2. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on August 18, 2024, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Michael Garcia
Chairperson, Joint Powers Board

8/17/23
Date:

ATTEST:



Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:



Colleen Fitzpatrick
Contract Specialist
Senegy Petroleum

8/21/23
Date:

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

8.16.2023
Date:

EXHIBIT A

4. BILLING LOCATION AND CONTACT

A. Contractor is required to request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. Contractor shall submit invoices to Accounts Payable via mail or email as follows:

Santa Fe Solid Waste Management Agency
 Attn: Accounts Payable
 149 Wildlife Way
 Santa Fe, NM 87506

Email: AccountsPayable@sfswma.org

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	55-Gallon Drum	N/A	\$518.10	Chevron DELO ELC Antifreeze/Coolant (50/50)
	Bulk – per Gallon up to 275 Gallons	N/A	\$8.80	Chevron DELO ELC Antifreeze/Coolant (50/50)
DELO® XLC Antifreeze/Coolant (50/50)	55-Gallon Drum	N/A	\$559.90	Chevron DELO XLC Antifreeze/Coolant (50/50)
	Bulk – per Gallon up to 275 Gallons	N/A	\$9.18	Chevron DELO XLC Antifreeze/Coolant (50/50)

Industrial Oils	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	55-Gallon Drum	N/A	\$613.80	Chevron Hydraulic Oil AW (ISO 46)
			\$539.00	MaxxPro AW 46
RANDO HDZ (ISO 46)	55-Gallon Drum	N/A	\$902.00	Chevron Rando HDZ (ISO 46)
	Bulk – per Gallon up to 275 Gallons	N/A	\$16.40	Chevron Rando HDZ (ISO 46)
Cetus® HiPerSyn® Oil (ISO 32)	5-Gallon Pail	N/A	\$201.60	Chevron Cetus HiPerSyn Oil (ISO 32)
Cetus® HiPerSyn® Oil (ISO 46)	5-Gallon Pail	N/A	\$203.85	Chevron Cetus HiPerSyn Oil (ISO 46)

Industrial Oils	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
Cetus® HiPerSyn® Oil (ISO 68)	5-Gallon Pail	N/A	\$206.10	Chevron Cetus HiPerSyn Oil (ISO 68)
Cetus® HiPerSyn® Oil (ISO 100)	5-Gallon Pail	N/A	\$203.85	Chevron Cetus HiPerSyn Oil (ISO 100)
Cetus® HiPerSyn® Oil (ISO 150)	5-Gallon Pail	N/A	\$203.85	Chevron Cetus HiPerSyn Oil (ISO 150)
Cetus® HiPerSyn® Oil (ISO 220)	5-Gallon Pail	N/A	\$208.30	Chevron Cetus HiPerSyn Oil (ISO 220)
Cetus® HiPerSyn® Oil (ISO 320)	5-Gallon Pail	N/A	\$214.10	Chevron Cetus HiPerSyn Oil (ISO 320)
Cetus® HiPerSyn® Oil (ISO 460)	5-Gallon Pail	N/A	\$209.10	Chevron Cetus HiPerSyn Oil (ISO 460)

Automatic Transmission Fluid	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	Case - Quarts	12	\$97.00	Chevron ATF +4
Chevron ATF MD-3	Case - Quarts	12	\$53.70	Chevron ATF MD-3
			\$73.10	Chevron ATF MD-3
	5-Gallon Pail	N/A	\$92.75	MaxxPro MD-3
	55-Gallon Drum	N/A	\$772.75	Chevron ATF MD-3
		\$792.00	MaxxPro MD-3	
Chevron Synthetic ATF MV Dexron VI	Case - Quarts	N/A	\$62.04	Chevron Synthetic ATF MV Dexron VI
Chevron 1000 THF			\$78.00	Chevron 1000 THF
	5-Gallon Pail	N/A	\$59.95	MaxxPro THF
DELO® Syn ATF HD	Case - Quarts	N/A	N/A	N/A
	55-Gallon Drum	N/A	\$1,702.25	Chevron Delo Syn ATF HD

TranSynd (Allison Transmission)	Case - Gallons	N/A	N/A	N/A
	5-Gallon Pail	N/A	N/A	N/A
	55-Gallon Drum	N/A	\$1,702.75	Chevron Delo Syn ATF 668
	Bulk – per Gallon up to 275 Gallons	N/A	\$30.95	Chevron Delo Syn ATF 668

Motor Oils	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	Case - Gallons	3	\$59.25	Chevron DELO XLE SAE 10w30 (Synblend)
DELO® 400 SDE SAE 15w40	55-Gallon Drum	N/A	\$872.85	Chevron DELO 400 SDE SAE 15w40
			\$668.25	MaxxPro SAE 15w40
	Bulk – per Gallon up to 275 Gallons	N/A	\$15.22	Chevron Delo 400 SDE SAE 15w40
Chevron DELO 400 LE 15w40	55-Gallon Drum	N/A	N/A	N/A
	Bulk – per Gallon up to 275 Gallons	N/A	N/A	N/A
Chevron Havoline Synthetic (0w20)	Case - Quarts	6	\$35.39	Chevron Havoline Synthetic 0w20
Chevron Havoline Synthetic (5w20)	Case - Quarts	6	\$35.39	Chevron Havoline Synthetic 5w20
Chevron Havoline Synthetic (5w30)	Case - Quarts	6	\$35.39	Chevron Havoline Synthetic 5w30
Chevron Havoline Synthetic (10w30)	Case - Quarts	6	\$41.70	Chevron Havoline Synthetic 10w30
Chevron Havoline Synthetic (5w40)	Case - Quarts	6	\$41.70	Chevron Havoline Synthetic 5w40
Mobil Synthetic (80w90)	Per Gallon	N/A	N/A	N/A
	55-Gallon Drum	N/A	N/A	N/A

Gear/Drive Oils	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	Case - Quarts	N/A	N/A	N/A
	55-Gallon Drum	400 lb. Drum	\$1,164.00	Chevron DELO Gear EP-5 SAE 80w90
DELO® Gear EP-5 (SAE 85w-140)	Case - Quarts	N/A	N/A	N/A
	5-Gallon Pail	35 lb. Pail	\$122.15	Chevron DELO Gear EP-5 SAE 85w140
Chevron DELO Gear Oil (SAE 80w90)	Case - Quarts	N/A	N/A	N/A
	55-Gallon Drum	N/A	N/A	N/A
DELO® TorqForce® (SAE 10w)	55-Gallon Drum	N/A	\$909.70	Chevron DELO TorqForce SAE 10w
	Bulk – per Gallon up to 275 Gallons	N/A	\$15.89	Chevron DELO TorqForce SAE 10w
DELO® TorqForce® (SAE 30w)	55-Gallon Drum	N/A	\$979.00	Chevron DELO TorqForce SAE 30w
	Bulk – per Gallon up to 275 Gallons	N/A	\$17.15	Chevron DELO TorqForce SAE 30w

Grease	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	Case - 14 oz tubes	40	\$152.25	Chevron DELO Grease EP (#2)
	Quarter Drum	120 lb. Keg	\$510.00	Chevron DELO Grease EP (#2)

Miscellaneous Fluids	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
Starting Fluid – 50% Ether	Case – 11 Ounce Can	12	\$35.40	Unbranded
Power Steering Fluid	Case – 12 Ounce Bottle	N/A	N/A	N/A
	Case - Quarts	12	\$38.40	Unbranded
	Case - Gallons	N/A	N/A	N/A
Diesel Exhaust Fluid (DEF)	2.5 Gallon Container	2	\$11.75	Unbranded
	Bulk – per Gallon up to 300 Gallons	N/A	10% off list price	Unbranded
DOT 3 Brake Fluid	Case - Quarts	12 – 12 oz. bottles per case	\$108.00	Unbranded
	Case - Gallons	N/A	N/A	N/A
Non-Chlorinated Brake Parts Cleaner	Case – 14 Ounce Can	N/A	N/A	N/A
Howe’s Diesel Conditioner and Anti-Gel	Case - Quarts	12 quarts per case	\$90.00	Howe’s Diesel Treat

Other	Discount
Discount % off other products NOT listed above from the current vendor online catalog)	10%

ATTACHMENT 4

Price Agreement (ITB No. 23/02/B)

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT WITH
BREWER OIL COMPANY
(Motor Oils, Lubricants, Antifreeze and Related Products – 2022)**

This PRICE AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (the “Agency”) and Brewer Oil Company (“Contractor”) for an indefinite quantity of motor oils, lubricants, antifreeze and related products as described in ITB No. 23/02/B and below. The Agreement shall be effective as of the date it is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 23/02/B and all terms, specifications and conditions, contained therein and Contractor’s response for cost of items and services submitted thereto, all of which are incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. DEFINITIONS

A. Agency means the Santa Fe Solid Waste Management Agency.

B. Agency Facility means the Caja del Rio Landfill located at 149 Wildlife Way, Santa Fe, New Mexico 87506.

C. Items means tangible goods or tangible items of personal property required for Agency operations. All items are to be new and of most current production, unless otherwise specified.

D. Price means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. Price Agreement means this indefinite quantity Price Agreement which requires Contractor to provide product(s) to the Agency.

F. Purchase Order means a fully executed purchase document issued by the City of Santa Fe Purchasing Department on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. Services mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services excludes professional services that are typically performed by a person holding a license, such as engineering, architecture, or legal services.

H. Tangible goods are products that can be touched. This includes software licenses and intellectual property.

4. **ITEMS / SERVICES TO BE PROVIDED**

A. Price of Items - Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are the subject of this Agreement.

B. Purchase Orders - the Agency may issue purchase orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service described in Exhibit A. All purchase orders for items and services issued hereunder must reference

the purchase order number and Price Agreement number ITB No. 23/02/B.

C. Quantities - it is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Agreement. Contractor is required to accept the purchase order(s) and furnish the item(s) and services.

D. Specifications - the services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. 23/02/B, including any addenda. Purchase orders issued pursuant to this Agreement must show the applicable Agreement items(s) or services(s).

E. Delivery and Billing Instructions

- 1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, purchase order number, Price Agreement number and Agency facility.
- 2) Delivery shall be made within three (3) business days of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the complete order cannot be fulfilled.
- 3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.
- 4) The Agency will inform Contractor within five (5) business days that a deliverable is unacceptable by the Agency.

- 5) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.
- 6) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. **COMMERCIAL WARRANTY**

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

6. **PAYMENTS**

A. All payments under this Agreement are subject to the following provisions.

- 1) Inspection - final inspection and acceptance of all items and services ordered shall be made at the Agency Facility. Items rejected at the Agency Facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.
- 2) Acceptance - in accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Agency. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from the receipt of items, the Agency shall issue a written certification of complete or partial acceptance or

rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Agency gives notice of rejection within the specified time period, the items will be deemed to have been accepted.

- 3) Issuance of Purchase Orders - only written, signed and properly executed Purchase Orders are valid under this Agreement.
- 4) Invoices - Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Agency and not the City of Santa Fe Purchasing Division.
- 5) Payment of Invoices - upon written certification from the Agency that the Items and Services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable New Mexico gross receipts taxes.
- 6) Gross Receipts Taxes - applicable New Mexico gross receipts taxes shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this agreement.

7. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If

sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on August 18, 2023, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement.

C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-

contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. The Agency may cancel all, or any part, of any purchase order without cost to the Agency if Contractor fails to meet material provisions of the purchase order and Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. TERMINATION

A. Consistent with applicable New Mexico law, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

11. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

12. **CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval.

13. **CONFLICT OF INTEREST**

A. Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Agency, serving the needs of the Agency adequately.

15. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

16. NON-COLLUSION

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

17. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable

to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than thirty (30) days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

D. Contractor shall carry and maintain throughout the term of this Agreement auto pollution liability in the amount of \$5,000,000 per occurrence.

E. Contractor shall also carry and maintain throughout the term of this Agreement erroneous delivery liability insurance in the amount of \$1,000,000 per occurrence.

19. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or

owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

20. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

21. THIRD-PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.

22. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

23. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from

this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in in the First Judicial District, State of New Mexico.

24. AMENDMENT

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding purchase order(s) issued, by the Agency, prior to the effective date of the amendment.

25. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's Items and Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

26. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

27. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the

remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

28. NOTICES

A. Any notice required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

AGENCY: Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

CONTRACTOR: Terry D. Calhoun
Sales Manager
Brewer Oil Company
2701 Candelaria Rd NE
Albuquerque, NM 87107

B. Such notices may be delivered by:

- 1) personal delivery;
- 2) certified U.S. mail, returned receipt requested; or
- 3) recognized overnight delivery service.

C. Any such notice shall be effective upon actual receipt by the party entitled thereto.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.


29. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal

penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

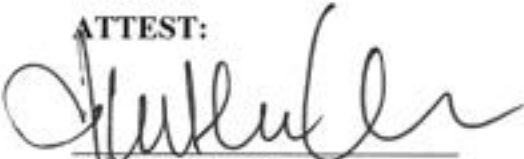
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Anna Hansen
Chairperson


8/18/22
Date:

ATTEST:


Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:


Terry D. Calhoun
Sales Manager
Brewer Oil Company

8-29-22
Date:

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

8-18-2022
Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. 23/02/B

I. GENERAL CONDITIONS

A. This Agreement is established for the purchase and delivery of motor oils, lubricants, antifreeze and related products for the Agency hereinafter referred to as products. The Agency operates a variety of vehicles, heavy and industrial equipment in support of its operations which require manufacturer approved products. The products listed in Section 5 of Exhibit A of this Agreement are specific to the fleet the Agency currently maintains. However, the Agency may require additional products in the future. Thus, the list of products may be revised through an amendment to this Agreement.

B. All products offered under this Agreement shall be approved for year-round use under all load conditions common to normal fleet operations. All products shall be guaranteed against any adverse effect on the original factory engine warranty when used as prescribed by the original engine manufacturer.

C. All deliveries shall be in the Santa Fe area.

D. All delivery vehicles shall be compliant with Federal, State and Local laws and regulations.

E. All drums delivered shall be in satisfactory condition with minimal dents and be rust free. Unsatisfactory drums shall be rejected upon delivery with replacement required within 24 hours at no charge to the Agency.

F. Contractor shall be responsible, at no cost to the Agency, for the clean-up and remediation of any contamination or spillage resulting from delivery, transfer or unloading at Agency owned facilities.

G. Contractor shall provide manufacturers' Safety Data Sheets (SDS) for all covered products delivered to the Agency at the time of delivery.

2. SAMPLES AND TESTING

A. Product(s) provided under this Agreement shall be free from contamination.

B. Random sample tests for all products may be performed at time of delivery to ensure the product meets specifications. Testing costs will be paid by the Agency unless the sample is not in compliance, in which case the cost will be borne by the Contractor.

C. If the Agency determines that the product does not comply with specifications herein, the Contractor will be notified via e-mail, phone, or facsimile. Contractor shall have forty-eight (48) hours from the time of notification to rectify the problem to the satisfaction of the Agency and/or remove the product, if circumstances dictate.

D. Testing shall be ordered by the Agency using a qualified laboratory if Agency vehicles and/or pieces of heavy equipment require repairs as a result of using product(s) provided under this Agreement that do not meet the manufacturer's specifications. If the malfunction is proved to be the result of the product supplied, the Contractor shall be responsible for all repairs necessary to return the vehicle(s) and/or pieces of heavy equipment to good operating condition.

3. ORDERS AND DELIVERY

A. When delivering in bulk, product quantity shall be measured by the gross gallon.

B. An authorized Agency representative must be on site at the time of any delivery. It is mandatory that the Contractor secures both a printed name and signature of the Agency representative receiving the delivery.

C. Delivery shall be made within three (3) business days of order placement, excluding weekends (Saturdays and Sundays) and any state/federal holidays observed by the Agency.

Deliveries shall be during normal operating hours for the Agency, unless different parameters are mutually agreed upon, in writing, between the Contractor and Agency's representatives. Contractor shall be required to pick up any number of empty drums upon delivery of orders. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the complete order cannot be fulfilled.

D. Each delivery shall be accompanied by a packing slip which itemizes products and quantities delivered, packaging, contract number, purchase order number and delivery location.

E. Notwithstanding the existence of this Agreement, the Agency reserves the right to order any product(s) required for emergency purpose from any Contractor who can deliver such product(s) to meet the requirements of the Agency, without waiving or voiding any of the terms of this Agreement.

F. All prices shall be F.O.B. destination to the delivery location designated by the Agency. Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor.

G. Contractor shall be responsible for all spillage which may occur during transit and unloading operations. Contractor shall immediately report spillage to the Agency, the appropriate fire department, and any agency with regulatory authority over hazardous materials spills. Contractor shall contain and remediate the spillage according to US EPA and State of New Mexico regulations and guidelines. Contractor shall be responsible for containment and cleanup costs of not only the immediate area but also all affected areas such as, but not limited to, surface, subsurface and water.

H. Contractor shall also be responsible for all cleanup required to all Agency's

property, storage facilities, and equipment as a result of noncompliance with specifications. Furthermore, Contractor shall be fully responsible for any and all costs incurred by the Agency for any equipment sustaining damage, which is attributed to a contaminated product(s), which Contractor has delivered.

4. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Account Payable
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Fax: (505) 424-1839
Email: asalazar@sfswwa.org

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	55-Gallon Drum	1	\$515.13	Zerex ELC 50/50 ZXEDRU2
	Bulk – per Gallon up to 275 Gallons	1	\$7.70	Zerex ELC 50/50 ZXEDRU0
DELO® XLC Antifreeze/Coolant (50/50)	55-Gallon Drum	1	\$549.78	Zerex NF 50/50 846438
	Bulk – per Gallon up to 275 Gallons	1	\$7.84	Zerex NF 50/50 846258

Industrial Oils	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	55-Gallon Drum	1	\$656.70	Purus AW 46 PHD17169
RANDO HDZ (ISO 46)	55-Gallon Drum	1	\$928.4	Purus AW 46 MV PIN17180
	Bulk – per Gallon up to 275 Gallons	1	\$17.71	Purus AW46 MV PIN57180
Cetus® HiPerSyn® Oil (ISO 32)	5-Gallon Pail	1	\$205.38	Schaeffer #254 HTC Supreme 32
Cetus® HiPerSyn® Oil (ISO 46)	5-Gallon Pail	1	\$205.38	Schaeffer #254 HTC Supreme 46
Cetus® HiPerSyn® Oil (ISO 68)	5-Gallon Pail	1	\$205.38	Schaeffer #254 HTC Supreme 68
Cetus® HiPerSyn® Oil (ISO 100)	5-Gallon Pail	1	\$205.38	Schaeffer #254 HTC Supreme 100
Cetus® HiPerSyn® Oil (ISO 150)	5-Gallon Pail	1	\$205.38	Schaeffer #254 HTC Supreme 150
Cetus® HiPerSyn® Oil (ISO 220)	5-Gallon Pail	1	\$205.38	Schaeffer #220 HTC Supreme 220
Cetus® HiPerSyn® Oil (ISO 320)	5-Gallon Pail	1	\$205.38	Schaeffer #320 HTC Supreme 320
Cetus® HiPerSyn® Oil (ISO 460)	5-Gallon Pail	1	\$407.75	Schaeffer #158 Syn Compressor Oil 460

Automatic Transmission Fluid	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	Case - Quarts	6	\$34.85	Service Pro Global FS ATF SPL00385
Chevron ATF MD-3	Case - Quarts	6	\$26.69	Service Pro ATF MP SPL00200
	5-Gallon Pail	1	\$77.36	Service Pro ATF MP SPL26693
	55-Gallon Drum	1	\$828.96	Service Pro ATF MP SPL16693
Chevron Synthetic ATF MV Dexron VI	Case - Quarts	6	\$34.85	Service Pro Global FS ATF SPL00385
Chevron 1000 THF	5-Gallon Pail	1	\$78.00	Purus Pre Tractor Hydraulic PHD27171
DELO® Syn ATF HD	Case - Quarts	N/A	N/A	N/A
	55-Gallon Drum	1	\$1,946.56	Purus FS ATF PHD17226
TranSynd (Allison Transmission)	Case - Gallons	3	\$152.26	Rugged 668 HD ATF RG668-31
	5-Gallon Pail	1	\$243.20	Rugged 668 HD ATF RG668-5
	55-Gallon Drum	1	\$2,666.40	Rugged 668 HD ATF RG668-55
	Bulk – per Gallon up to 275 Gallons	1	\$48.00	Rugged 668 HD ATF RG668-270

Motor Oils	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	Case - Gallons	3	\$60.14	Purus SynBlend 10/30 PHD00393
DELO® 400 SDE SAE 15w40	55-Gallon Drum	1	\$953.04	Purus SynBlend 15/40 PHD17164
	Bulk – per Gallon up to 275 Gallons	1	\$15.09	Purus SynBlend 15/40 17164
Chevron DELO 400 LE 15w40	55-Gallon Drum	N/A	N/A	N/A
	Bulk – per Gallon up to 275 Gallons	N/A	N/A	N/A
Chevron Havoline Synthetic (0w20)	Case - Quarts	6	\$31.62	Service Pro FS 0/20 SPL00314
Chevron Havoline Synthetic (5w20)	Case - Quarts	6	\$31.49	Service Pro FS 5/20 SPL00249
Chevron Havoline Synthetic (5w30)	Case - Quarts	6	\$32.69	Service Pro FS 5/30 SPL00713
Chevron Havoline Synthetic (10w30)	Case - Quarts	6	\$32.10	Service Pro 10/30 SPL00312
Chevron Havoline Synthetic (5w40)	Case - Quarts	6	\$41.94	Service Pro FS 5/40 SPL00226
Mobil Synthetic (80w90)	Per Gallon	N/A	N/A	N/A
	55-Gallon Drum	N/A	N/A	N/A

Gear/Drive Oils	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	Case - Quarts	N/A	N/A	N/A
	55-Gallon Drum	400 lbs.	\$1,145.76	Purus 80/90 EP5 PHD17173
DELO® Gear EP-5 (SAE 85w-140)	Case - Quarts	N/A	N/A	N/A
	5-Gallon Pail	35 lbs.	\$108.05	Purus 85/140 GL5 PHD27174
Chevron DELO Gear Oil (SAE 80w90)	Case - Quarts	N/A	N/A	N/A
	55-Gallon Drum	400 lbs.	\$1,145.76	Purus 80/90 PHD17173
DELO® TorqForce® (SAE 10w)	55-Gallon Drum	1	\$982.96	Purus TO4 DT 10W PIN17175
	Bulk – per Gallon up to 275 Gallons	1	\$18.78	Purus TO4 DT 10W PIN57175
DELO® TorqForce® (SAE 30w)	55-Gallon Drum	1	\$1,009.36	Purus TO4 DT 30W PIN17176
	Bulk – per Gallon up to 275 Gallons	1	\$19.30	Purus TO4 DT 30W PIN57176

Grease	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	Case - 14 oz tubes	10	\$39.67	Service Pro EP2 SPL00261
	Quarter Drum	120 lbs.	\$489.76	Service Pro EP2 SPL37054

Miscellaneous Fluids	Unit	Quantity	Unit Price	Specific Grade/Brand Offered
Starting Fluid – 50% Ether	Case – 11 Ounce Can	12	\$33.00	Service Pro Starting Fluid SP5301
Power Steering Fluid	Case – 12 Ounce Bottle	12	\$23.80	Service Pro Power Steering Fluid SP2263
	Case - Quarts	12	\$51.44	Service Pro Power Steering Fluid SP2287
	Case - Gallons	N/A	N/A	N/A
Diesel Exhaust Fluid (DEF)	2.5 Gallon Container	2	\$21.70	Purus DEF VB2003
	Bulk – per Gallon up to 300 Gallons	1	\$2.09	Purus DEF VBDEF
DOT 3 Brake Fluid	Case - Quarts	12	\$58.12	Service Pro Syn DOT 3 SP6032
	Case - Gallons	4	\$73.71	Service Pro Syn DOT 3 SP6001
Non-Chlorinated Brake Parts Cleaner	Case – 14 Ounce Can	12	\$28.03	Service Pro BPC SP4520
Howe’s Diesel Conditioner and Anti-Gel	Case - Quarts	12	\$94.35	Power Service + Cetane Boost 1025-12

Other	Discount
Discount % off other products NOT listed above from the current vendor online catalog)	N/A