



AGENDA

**SWMA JOINT POWERS BOARD
OCTOBER 21, 2021
5:00 PM
ATTEND VIRTUALLY**



Join by WebEx Meeting Link using a computer/laptop/smartphone:

<https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/j.php?MTID=m22af19fe08f40cbf856b72c6cd8ce840>

Join by Telephone or Mobile Device: (415) 655-0001

Meeting Number (Access Code): 2553 456 7803

Meeting Password: 539 74 287

The agenda and packet for the meeting will be posted at santafe.primegov.com/public/portal.

I. CALL TO ORDER

II. ROLL CALL

III. MATTERS FROM THE PUBLIC

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES

A. Regular Meeting – August 19, 2021

VI. APPROVAL OF CONSENT CALENDAR

VII. CONSENT CALENDAR

A. Request for Approval to Purchase a Caterpillar D8T Waste Handler Track-Dozer from Wagner Equipment Company of Albuquerque, NM, under Sourcewell Contract No. 032119-CAT for the Caja del Rio Landfill in the Amount of \$947,419.17; and

1. Approval of Budget Increase from 811.100700 (Equipment Replacement Reserve Fund Cash) to 8100851.570500 (Equipment and Machinery) in the Amount of \$947,419.17.



AGENDA

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- B. Request for Approval to Purchase a Peterbilt Model 348 Roll-Off Truck, with Necessary Extras and Extended Warranty, from Rush Truck Centers of New Mexico, Inc. of Albuquerque, NM, under Texas Local Government Purchasing Cooperative - BuyBoard Contract No. 601-19 for the Buckman Road Recycling and Transfer Station in the Amount of \$189,419; and
1. Approval of Budget Increase from 811.100700 (Equipment Replacement Reserve Fund Cash) to 8100852.571000 (Capital Outlay – Vehicles Greater Than 1.5 Ton) in the Amount of \$189,419.
- C. Request for Approval of Amendment No. 3 to the Price Agreements for Motor Oils, Lubricants, Antifreeze and Related Products (RFB No. '19/03/B) with:
1. Brewer Oil Company, Albuquerque, NM
 - a. Extend the Term of the Agreement through October 4, 2022.
 - b. Update the Contractor's Pricing.
 2. Senegy Petroleum, LLC, Santa Fe, NM
 - a. Extend the Term of the Agreement through October 4, 2022.
 - b. Update the Contractor's Pricing.
 3. Stewart and Stevenson Power Products, Albuquerque, NM
 - a. Extend the Term of the Agreement through October 4, 2022.
 4. Wagner Equipment Company, Albuquerque, NM
 - a. Extend the Term of the Agreement through October 4, 2022.
 - b. Update the Contractor's Pricing.
- D. Request for Approval of Amendment No. 2 to the Services Agreement with Familia Rios, LLC, d/b/a Nelly's Cleaning Service of Santa Fe, NM, for Cleaning Services for the Santa Fe Solid Waste Management Agency (RFB No. '20/01/B); and
1. Extend the Term of the Agreement through October 17, 2022.
 2. Increase the Amount of Compensation by \$69,400 for a Total Amount Not-To-Exceed \$208,200.
- E. Request for Approval of Amendment No. 2 to the Services Agreement with Rusty's Weigh Scales & Service, Inc. of Albuquerque, NM, for On-Call Truck Scale Calibration, Maintenance and Repair Services for the Santa Fe Solid Waste Management Agency (RFB No. '20/04/B); and
1. Extend the Term of the Agreement through October 17, 2022.
- F. Request for Approval of 2022 Meeting Calendar

VIII. **MATTERS FROM THE EXECUTIVE DIRECTOR**

IX. **MATTERS FROM THE BOARD**



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X. **MATTERS FROM STAFF - AGENCY, CITY, COUNTY**

A. Shirlene Sitton, Division Director, City of Santa Fe Environmental Service Division

B. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works

XI. **NEXT MEETING: Thursday, November 18, 2021**

XII. **ADJOURNMENT**

SUMMARY OF ACTION
 SANTA FE SOLID WASTE MANAGEMENT AGENCY
 JOINT POWERS BOARD
 THURSDAY, AUGUST 19, 2021, 5:00 PM
 ATTENDED VIRTUALLY

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER		1
ROLL CALL	QUORUM	1
MATTERS FROM THE PUBLIC	NONE	1
APPROVAL OF AGENDA	APPROVED	2
APPROVAL OF MINUTES	APPROVED	2
APPROVAL OF CONSENT CALENDAR	AMENDED	2
<u>CONSENT CALENDAR</u>		
REQUEST FOR APPROVAL TO PURCHASE CRUSHED AGGREGATE FOR FUTURE CONSTRUCTION LINER PROJECTS (CELLS 7-9) UNDER THE CONSTRUCTION AGREEMENT WITH DEL HUR INDUSTRIES OF PORT ANGELS, WA, IN THE AMOUNT OF \$915,732 (RFP NO. '14/29/P)	APPROVED	2-3
REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE PRICE AGREEMENT FOR BULK FUEL WITH SENERGY PETROLEUM, LLC SANTA FE, NM (RFB NO. '19/02/B)	APPROVED ON CONSENT	3
REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE PRICE AGREEMENTS FOR FLEET VEHICLE, HEAVY-DUTY TRUCK AND TRAILER REPAIRS - PARTS AND LABOR - WITH MULTIPLE VENDORS (ITB NO. '21/01/B)	APPROVED ON CONSENT	3-4

<p>REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH BLUEWATER ENVIRONMENTAL CONSULTING, LLC OF SANTA FE, NM, FOR ENVIRONMENTAL SERVICES AT THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION (RFP NO. '20/37/P)</p>	<p>APPROVED ON CONSENT</p>	<p>4</p>
<p>REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE SERVICES AGREEMENT WITH UNIVERSAL PROTECTION SERVICES, LP D/B/A UNIVERSAL SECURITY SERVICES OF ALBUQUERQUE, NM, FOR SECURITY SERVICES (ITB NO. '20/23/B)</p>	<p>APPROVED ON CONSENT</p>	<p>4-5</p>
<p>REQUEST FOR APPROVAL TO PURCHASE A CATERPILLAR 308 CR MINI EXCAVATOR FROM WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, UNDER SOURCEWELL CONTRACT NO. 032119-CAT FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$115,501.48</p>	<p>APPROVED</p>	<p>5</p>
<p>REQUEST FOR APPROVAL TO PURCHASE A WILKENS WALKING FLOOR TRAILER FROM WILKINS INDUSTRIES, INC., OF MORRIS, MN, UNDER THE LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) CONTRACT NO. 599-19 FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$95,616</p>	<p>APPROVED</p>	<p>5-6</p>
<p><u>MATTERS FROM THE EXECUTIVE DIRECTOR</u></p>		
<p>REQUEST FOR APPROVAL OF AUDITED</p>	<p>APPROVED</p>	<p>6</p>

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED JUNE 30, 2020

REQUEST FOR APPROVAL OF ESTABLISHING A \$15 PER HOUR MINIMUM WAGE FOR SANTA FE SOLID WASTE MANAGEMENT AGENCY POSITIONS.	APPROVED	7
MATTERS FROM THE BOARD	INFORMATION/DISCUSSION	7-8
<u>MATTERS FROM STAFF - AGENCY, CITY, COUNTY</u>		
SHIRLENE SITTON, DIVISION DIRECTOR, CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION	INFORMATION/DISCUSSION	8
LES FRANCISCO, SOLID WASTE SUPERINTENDENT, SANTA FE COUNTY PUBLIC WORKS	INFORMATION/DISCUSSION	8
<u>EXECUTIVE SESSION</u>		
DISCUSSION OF LIMITED PERSONNEL MATTERS REGARDING THE EXECUTIVE DIRECTOR, PURSUANT TO NMSA 1978, SECTION 10-15-1 (H)(2)	EXECUTIVE SESSION	8-9
<u>ACTION ON ITEMS DISCUSSED DURING EXECUTIVE SESSION</u>		
POSSIBLE ACTION(S) REGARDING THE EMPLOYMENT AGREEMENT BETWEEN EXECUTIVE DIRECTOR RANDALL KIPPENBROCK AND SANTA FE SOLID WASTE MANAGEMENT AGENCY.	APPROVED	9-10
NEXT MEETING DATE	SEPTEMBER 16, 2021	10
ADJOURNMENT	ADJOURNED	10

SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD
THURSDAY, AUGUST 19, 2021, 5:00 PM
ATTENDED VIRTUALLY

I. CALL TO ORDER

The meeting of the Santa Fe Solid Waste Management Agency Joint Powers Board was called to order by Councilor Vigil Coppler, Chair, at 5:00 pm on Thursday, August 19, 2021 and was attended virtually.

II. ROLL CALL

BOARD MEMBERS PRESENT

Councilor JoAnn Vigil Coppler, Chair
Commissioner Anna Hansen, Vice Chair
Councilor Michael Garcia
Commissioner Anna Hamilton
Councilor Roman Abeyta

BOARD MEMBERS ABSENT

Commissioner Hank Hughes, Excused

OTHERS PRESENT

Randall Kippenbrock, Executive Director, SWMA
Nancy Long, Long, Komer and Associates
Rosalie Cardenas, SWMA
Yvonne Herrera, Santa Fe County Finance Director
Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works
Shirleen Sitton, Environmental Services, City of Santa Fe
Danita Boettner, SWMA
Emily Pisula, SWMA
Ernestina Baca, SWMA
Andres Gamez, Engagement Director, CliftonLarsonAllen, LLP.
Elizabeth Martin, Stenographer

III. MATTERS FROM THE PUBLIC

None.

IV. APPROVAL OF AGENDA

MOTION A motion was made by Commissioner Hansen, seconded by Councilor Hamilton, to approve the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Chair Vigil Coppler, yes; Commissioner Hansen, yes; Commissioner Hamilton, yes; Councilor Garcia, yes; Councilor Abeyta, yes.

V. APPROVAL OF MINUTES JUNE 17, 2021

MOTION A motion was made by Commissioner Hansen, seconded by Commissioner Hamilton, to approve the minutes as presented.

VOTE The motion passed on a roll call vote as follows:

Chair Vigil Coppler, yes; Commissioner Hansen, yes; Commissioner Hamilton, yes; Councilor Garcia, yes; Councilor Abeyta, yes.

VI. APPROVAL OF CONSENT CALENDAR

Commissioner Hamilton pulled items A, F and G from the consent calendar for discussion.

MOTION A motion was made by Commissioner Hamilton, seconded by Councilor Garcia, to approve the Consent Calendar as amended.

VOTE The motion passed on a roll call vote as follows:

Chair Vigil Coppler, yes; Commissioner Hansen, yes; Commissioner Hamilton, yes; Councilor Garcia, yes; Councilor Abeyta, yes.

VII. CONSENT CALENDAR

- A. REQUEST FOR APPROVAL TO PURCHASE CRUSHED AGGREGATE FOR FUTURE CONSTRUCTION LINER PROJECTS (CELLS 7-9) UNDER THE CONSTRUCTION AGREEMENT WITH DEL HUR INDUSTRIES OF PORT ANGELS, WA, IN THE AMOUNT OF \$915,732 (RFP NO. '14/29/P); AND
 - 1. APPROVAL OF BUDGET INCREASE TO 8130875.572970 (WIP - CELLS 7-9 CONSTRUCTION) FROM 813.100700 (CELL

DEVELOPMENT RESERVE FUND) IN THE AMOUNT OF \$915,732.

DISCUSSION

Commissioner Hamilton asked if item VI (A) was included in the Agency's budget.

Mr. Kippenbrock said the Agency had an operating budget and five reserve funds. The item was included in the budget in the applicable reserve fund and now that we are moving forward is being transferred to the operating budget.

Commissioner Hamilton said that answers her question on all three items she pulled.

MOTION A motion was made by Commissioner Hamilton, seconded by Councilor Garcia, to approve the request as presented.

VOTE The motion passed on a roll call vote as follows:

Chair Vigil Coppler, yes; Commissioner Hansen, yes; Commissioner Hamilton, yes; Councilor Garcia, yes; Councilor Abeyta, yes.

- B. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE PRICE AGREEMENT FOR BULK FUEL WITH SENERGY PETROLEUM, LLC OF SANTA FE, NM (RFB NO. '19/02/B) AND**
- 1. EXTEND THE TERM OF THE AGREEMENT THROUGH AUGUST 24, 2022.**
 - 2. AMEND THE NOTICES OF THE AGREEMENT.**

Approved on consent.

- C. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE PRICE AGREEMENTS FOR FLEET VEHICLE, HEAVY-DUTY TRUCK AND TRAILER REPAIRS - PARTS AND LABOR - WITH MULTIPLE VENDORS (ITB NO. '21/01/B);**
- 1. BATTERY SYSTEMS, GARDEN GROVE, CA, THROUGH ITS ALBUQUERQUE LOCATION**
 - 2. CAPITOL FORD LINCOLN, SANTA FE, NM**

3. CHEVROLET CADILLAC OF SANTA FE, SANTA FE, NM
4. CLARK TRUCK EQUIPMENT COMPANY, ALBUQUERQUE, NM
5. CUMMINS, ALBUQUERQUE, NM
6. HAL BURNS TRUCK AND EQUIPMENT SERVICE, SANTA FE, NM
7. MCT, ALBUQUERQUE, NM
8. PARTS PLUS OF NEW MEXICO, ALBUQUERQUE, NM, THROUGH ITS SANTA FE LOCATION
9. RUSH TRUCK CENTERS OF NEW MEXICO, ALBUQUERQUE, NM
10. SAN LOMA D/B/A WEST FLEET, ALBUQUERQUE, NM
11. STEWART AND STEVENSON POWER PRODUCTS, ALBUQUERQUE, NM
12. WEISE AUTO SUPPLY D/B/A NAPA, SANTA FE, NM

Approved on consent.

D. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH BLUEWATER ENVIRONMENTAL CONSULTING, LLC OF SANTA FE, NM, FOR ENVIRONMENTAL SERVICES AT THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION (RFP NO. '20/37/P); AND

1. EXTEND THE TERM OF THE AGREEMENT THROUGH AUGUST 20, 2022.
2. INCREASE THE AMOUNT OF COMPENSATION BY \$68,575 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$137,150.

Approved on consent.

E. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE SERVICES AGREEMENT WITH UNIVERSAL PROTECTION

SERVICES, LP D/B/A ALLIED UNIVERSAL SECURITY SERVICES OF ALBUQUERQUE, NM, FOR SECURITY SERVICES (ITB NO. '20/23/B); AND

1. EXTEND THE TERM OF THE AGREEMENT THROUGH AUGUST 20, 2022.
2. AMEND THE NOTICES OF THE AGREEMENT.
3. INCREASE THE AMOUNT OF COMPENSATION BY \$108,979.59 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$217,959.18.

Approved on consent.

F. REQUEST FOR APPROVAL TO PURCHASE A CATERPILLAR 308 CR MINI EXCAVATOR FROM WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, UNDER SOURCEWELL CONTRACT NO. 032119-CAT FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$115,501.48; AND

1. APPROVAL OF BUDGET INCREASE FROM 811.100700 (EQUIPMENT REPLACEMENT RESERVE FUND CASH) TO 8100852.570500 (EQUIPMENT AND MACHINERY) IN THE AMOUNT OF \$115,501.48.

MOTION A motion was made by Commissioner Hamilton, seconded by Councilor Garcia, to approve the request as presented.

VOTE The motion passed on a roll call vote as follows:

Chair Vigil Coppler, yes; Commissioner Hansen, yes; Commissioner Hamilton, yes; Councilor Garcia, yes; Councilor Abeyta, yes.

G. REQUEST FOR APPROVAL TO PURCHASE A WILKENS WALKING FLOOR TRAILER FROM WILKINS INDUSTRIES, INC., OF MORRIS, MN, UNDER THE LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) CONTRACT NO. 599-19 FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$95,616; AND

1. APPROVAL OF BUDGET REQUEST INCREASE FROM 811.100700 (EQUIPMENT REPLACEMENT RESERVE FUND

**CASH) TO 8100852.570500 (EQUIPMENT AND MACHINERY) IN
THE AMOUNT OF \$95,616.**

MOTION A motion was made by Commissioner Hamilton, seconded by Commissioner Hansen, to approve the request as presented.

VOTE The motion passed on a roll call vote as follows:

Chair Vigil Coppler, yes; Commissioner Hansen, yes; Commissioner Hamilton, yes; Councilor Garcia, yes; Councilor Abeyta, yes.

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

**A. REQUEST FOR APPROVAL OF AUDITED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION FOR THE YEAR ENDED
JUNE 30, 2020 (ANDRES GAMEZ, ENGAGEMENT DIRECTOR,
CLIFTONLARSONALLEN LLP).**

Mr. Gamez presented the Fiscal Year 20 Audit Report. He reviewed the major points and announced that it was given an unmodified opinion. An unmodified opinion being the best opinion given in audits.

Commissioner Hansen asked the City was late, but everything is starting to straighten out.

Mr. Gamez said they were able to provide the pieces SWMA needed so we could issue the audited financial statements.

Commissioner Hamilton asked about the finding over controls over transactions with our fiscal agent.

Mr. Gamez stated that it was a timing issue with assets on one side and liability on the other side. There was revenue recorded by SWMA that the City had not recorded. The issue has been resolved.

Chair Vigil Coppler said you are the same company that audits the City. Are the same auditors assigned to both.

Mr. Gamez said yes.

MOTION A motion was made by Commissioner Hansen, seconded by Councilor Abeyta, to approve the audited report and financial statement.

VOTE The motion passed on a roll call vote as follows:

Chair Vigil Coppler, yes; Commissioner Hansen, yes; Commissioner Hamilton, yes; Councilor Garcia, yes; Councilor Abeyta, yes.

B. REQUEST FOR APPROVAL OF ESTABLISHING A \$15 PER HOUR MINIMUM WAGE FOR SANTA FE SOLID WASTE MANAGEMENT AGENCY POSITIONS.

Mr. Kippenbrock reviewed the memo in packet on page 4. He stated that there are six positions that are paid less than \$15 per hour. They are entry level positions. Our request is for the approval of raising the minimum wage for the Santa Fe Solid Waste Management Agency positions to \$15 per hour and to move up four Union positions one pay range, from SWU - 03 to SWU - 04.

Commissioner Hamilton asked if there was money to do this. She appreciates it in principle. Did you estimate the expense over time.

Mr. Kippenbrock said yes. It will be a \$11,300 change annually.

Commissioner Hansen said she thinks this is a great idea. She appreciates this being done. She has been speaking with solid waste people up north and they are having challenges with their solid waste. It is important to raise salaries so that employees know they are appreciated.

MOTIONS A motion was made by Commissioner Hansen, seconded by Councilor Garcia, to approve the request to increase the minimum wage for the Santa Fe Solid Waste Agency to \$15 and to move four Union positions one pay range, from SWU - 03 to SWU - 04.

VOTE The motion passed on a roll call vote as follows:

Chair Vigil Coppler, yes; Commissioner Hansen, yes; Commissioner Hamilton, yes; Councilor Garcia, yes; Councilor Abeyta, yes.

Councilor Garcia said thank you Mr. Kippenbrock. This is the right direction we need to be moving in. He supports this one hundred percent.

Chair Vigil Coppler said she wanted to express her appreciation to Mr. Kippenbrock and everyone who helped prepare the documents. Please pass on our appreciation to your employees.

IX. MATTERS FROM THE BOARD

Commissioner Hansen said regarding the issue she brought up about the solid waste agencies in the north, she was speaking of Rio Arriba and Taos Counties. Have

you had any conversations with these entities. She has received calls from both.

Mr. Kippenbrock said he is aware of the situation, but no one has reached out to him. Espanola is in a difficult situation. There are areas that are getting missed on pick ups. Their incoming revenue is less than their expenses. They are unable to keep up with the maintenance of their vehicles. With Taos it is about recycling.

Commissioner Hansen said she is concerned about them. North Central has been in a difficult position for awhile. She does not know how to advise Taos on recycling.

Mr. Kippenbrock said he does not know what direction they will go. Their Landfill Board met today and it was a tie vote as to discontinuation of the program.

X. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

A. SHIRLENE SITTON, DIVISION DIRECTOR, CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION

Ms. Sitton reported the hiring opportunities she has. She said they are losing some key administrative staff and are working on it.

Ms. Sitton said we are in the middle of a route optimization study with Rubicon. They are doing a high level feasibility look at if we can change our residential schedule to four days a week rather than five and have one day to wash and clean the trucks. We will have the results in the next few weeks. We are between contracts on our rate study. We do have a plan. We should have the results for your October meeting.

Chair Vigil Coppler said she is interested in seeing how the four day week study turns out. The public adjusts well.

Ms. Sitton said there will be more to come on that.

B. LES FRANCISCO, SOLID WASTE SUPERINTENDENT, SANTA FE COUNTY PUBLIC WORKS

Mr. Francisco reported that everything is running smoothly. We are two employees short but everyone is stepping up. We just reopened our reuse area in Eldorado.

XI. EXECUTIVE SESSION

A. DISCUSSION OF LIMITED PERSONNEL MATTERS REGARDING THE

EXECUTIVE DIRECTOR, PURSUANT TO NMSA 1978, SECTION 10-15-1 (H)(2)

MOTION A motion was made by Councilor Garcia, seconded by Commissioner Hansen, to enter into Executive Session to discuss limited personnel matters regarding the Executive Director, pursuant to NMSA 1978, section 10-15-1 (H)(2).

VOTE The motion passed on a roll call vote as follows:

Chair Vigil Coppler, yes; Commissioner Hansen, yes; Commissioner Hamilton, yes; Councilor Garcia, yes; Councilor Abeyta, yes.

The Board entered into Executive Session at 5:42 pm.

MOTION A motion was made by Commissioner Hansen, seconded by Councilor Garcia, to return to the regular Board meeting.

VOTE The motion passed on a roll call vote as follows:

Chair Vigil Coppler, yes; Commissioner Hansen, yes; Commissioner Hamilton, yes; Councilor Garcia, yes; Councilor Abeyta, yes.

Commissioner Hansen reported that during the Executive Session, only the matters as stated were discussed. No action was taken.

The Board returned to the regular Board meeting at 6:17pm.

XII. ACTION ON ITEMS DISCUSSED DURING EXECUTIVE SESSION

A. POSSIBLE ACTION(S) REGARDING THE EMPLOYMENT AGREEMENT BETWEEN EXECUTIVE DIRECTOR RANDALL KIPPENBROCK AND SANTA FE SOLID WASTE MANAGEMENT AGENCY.

Chair Vigil Coppler said we had a discussion during Executive Session about the wonderful work Mr. Kippenbrock is doing. We need to put it in writing as a formal evaluation.

MOTION A motion was made by Commissioner Hansen, seconded by Councilor Abeyta, to increase the Executive Director's current salary by 4% effective the first pay period after the evaluation discussed in the Executive Session is reduced to writing.

VOTE The motion passed on a roll call vote as follows:

Chair Vigil Coppler, yes; Commissioner Hansen, yes; Commissioner Hamilton, yes; Councilor Garcia, yes; Councilor Abeyta, yes.

Chair Vigil Coppler said we are happy to do this. Thank you Mr. Kippenbrock for your dedication to SWMA. We are happy to have you.

Commissioner Hansen said she seconds what the Chair said wholeheartedly. She is grateful to have you running SWMA. Thank you so much.

Mr. Kippenbrock said thank you.

Chair Vigil Coppler said know that you are appreciated.

**XIII. NEXT MEETING DATE
SEPTEMBER 16, 2021**


Mr. Kippenbrock announced that they may have to move this meeting. They will know within two weeks.

XIV. ADJOURNMENT

There being no further business before the Board the meeting adjourned at 6:25 pm.

Attested to by:

Councilor JoAnn Vigil Coppler, Chair



Elizabeth Martin, Stenographer

Kristine Bustos-Mihelsic
Santa Fe City Clerk

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: October 18, 2021
Subject: Request for Approval to Purchase a Caterpillar D8T Waste Handler Track-Dozer, from Wagner Equipment Company of Albuquerque, NM under Sourcewell Contract No. 032119-CAT in the Amount of \$947,419.17

SUMMARY

The Agency is requesting Board approval to purchase a Caterpillar (CAT) D8T waste handler track-dozer from Wagner Equipment Company of Albuquerque, NM, under Sourcewell Contract No. 032119-CAT for \$947,419.17.

The CAT D8T will replace the 2013 Komatsu D155AX-7 Waste Handler Track-Dozer (Unit 1356) at Caja del Rio Landfill (Landfill). Unit 1356 is in poor condition with continual breakdowns and costly repairs. It is also reaching the end of its useful life with 8,198 machine hours.

CAT offers a 5-year/7,000-hour (whichever comes first) premier warranty for the D8T.

Delivery time for the machine is approximately six to nine months from purchase.

Funding is available from 811.100700 (Equipment Replacement Reserve Fund Cash).

Table 1 breaks down the Wagner Equipment Quote for the CAT D8T waste handler track-dozer. Detailed specifications of the dozer are provided in Attachments 2 and 3.

Table 1. Wagner Equipment Quote.

Description	Cost
Caterpillar D8T Waste Handler Track-Dozer (List Price)	\$1,207,053.75
19% Sourcewell Discount Off List Price	(\$229,340.21)
Fire Suppression System	\$15,546.00
Dealer Prep	\$6,664.00
Wagner Equipment Discount	(\$52,504.37)
Delivery to Albuquerque/Santa Fe	Included
Total	\$947,419.17

BACKGROUND

The Agency has three track-type dozers at the Landfill. The dozers are used to place and compact trash, push soil for daily and intermediate covers, deploy tarps for alternative daily cover, manage soil stockpiles, and prepare excavation areas for earth-moving scrapers to pick up soil efficiently and effectively. Table 2 provides the condition of each dozer.

Table 2. Dozer Condition.

Unit	Model Year	Hours	Make / Model	Condition	Intended Primary Use / Comments
1367	2018	2,200 (1 st Life)	Caterpillar D8T	Excellent (Only unit with GPS based 3D grade control technology)	<ul style="list-style-type: none"> • Excavation of future cells • Cuts and fills slopes based upon the engineered design in the grade control system • Backup to Units 1309 and 1356
1356	2014	8,198 (1 st Life)	Komatsu D155AX-7	Poor	<ul style="list-style-type: none"> • Waste handling • Pushing dirt/mulch into place (e.g., decks, side slopes, daily cover) • Alternative daily cover deployment (e.g., tarps) • Reconditioned engine and associated components (2019) • Will need a new undercarriage (tracks, sprockets, idlers, etc.)
1309	1997	12,200 (2 nd Life)	Caterpillar D8R	Fair	<ul style="list-style-type: none"> • Backup for Unit 1356 • Reconditioned engine and associated components (2018) • Reconditioned transmission and associated components (2021)

On June 27, 2013, the Board approved the award of Bid No. 13/28/B for a Komatsu D155AX-7 WH waste handler dozer (Unit 1356) from Road Machinery of Albuquerque, NM (now known as Komatsu Southwest) for \$566,991.

Over the past several years, Unit 1356 has not served as the primary unit for pushing trash. Instead, the Agency has relied on Unit 1309, which is the backup unit.

On December 12, 2019, the Board approved repairs to Unit 1356 totaling \$78,102.80 under New Mexico Statewide Price Agreement No. 91-000-19-00063. Komatsu Southwest installed a remanufactured engine, a new exhaust gas recirculating (EGR) cooler, and a diesel particulate filter (DPF) system.

On July 21, 2021, the Agency tagged out Unit 1356 for several weeks for a repair to one of the final drives for \$19,435. As to date, three repairs were completed on the final drives.

Unit 1356 is due for a new undercarriage at an estimated cost of \$150,000. The main components of the undercarriage are frames, tracks, shoes, sprockets, idlers, rollers, pins, and bushings.

Unit 1356 is a fully depreciated asset and has a book value of zero. A recent appraisal showed the value of the unit at \$40,000.

Like Unit 1367, the new dozer will have GPS and 3D grade control technology for pushing dirt (soil) and constructing side slopes within the excavation limits of future cells. Soon, the grade control technology on the dozer will allow pushing material to final construction grades (elevations). Within the next year, the dozers and compactors that have grade control technology will build the final above-grade elevations on the landfill's west phase based upon the engineered design pre-loaded into the system.

ACTION REQUESTED

The Agency requests Board approval to purchase a CAT D8T waste handler track-type dozer with necessary extras and warranty from Wagner Equipment Company of Albuquerque, NM, under Sourcwell Contract No. 032119-CAT for \$947,419.17.

The Agency also requests approval of a budget increase from 811.100700 (Equipment Replacement Reserve Fund Cash) to 8100852.570500 (Equipment and Machinery) in the amount of \$947,419.17.

- Attachments:
- 1) Budget Adjustment Request
 - 2) Wagner Equipment Company Quote
 - 3) CAT D8T Specifications
 - 4) Sourcwell Contract No. 032119-CAT

M:\Memo\Memo.101821.5

ATTACHMENT 1
Budget Adjustment Request

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					10/15/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Machinery & Equipment	8100851	570500		947,420		
Transfer out to Fund 810	8110855	755810		947,420		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
Transfer In from 811	8100851	655811		(947,420)		
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 947,420	\$ -	

To transfer funding from SWMA Equipment Replacement Reserve fund to SWMA operating to purchase a Caterpillar D8T Waste Handler Track-Dozer from Wagner Equipment	<i>{Complete section below if BAR results in a net change to ANY Fund}</i>												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Fund(s) Affected</th> <th style="width: 40%;">Fund Balance Increase/(Decrease)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">811</td> <td style="text-align: right;">(947,420)</td> </tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">(947,420)</td> </tr> </tbody> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)	811	(947,420)							TOTAL:	(947,420)
Fund(s) Affected	Fund Balance Increase/(Decrease)												
811	(947,420)												
TOTAL:	(947,420)												
Cash is available in the Equipment Replacement Reserve Fund (811.100700)													

Emily Pisula Prepared By <i>{print name}</i>	10/15/2021 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	Budget Officer _____ Date
Division Director Signature <i>{optional}</i>	Date	<u>CITY COUNCIL APPROVAL</u> JPB Approval Date	Finance Director {≤ \$5,000} _____ Date
Department Director Signature	Date	Agenda Item #:	City Manager {≤ \$60,000} _____ Date

ATTACHMENT 2

Wagner Equipment Company Quote



Quote 232811-01

October 18, 2021

SANTA FE SOLID WASTE MGT CST
CONSTRUCTION ACCT
149 WILDLIFE WAY
SANTA FE, New Mexico 87506

Attention: DANITA BOETTNER

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration. Quoted off of Sourcewell Contract #032119-CAT.

Caterpillar Model: D8T Track Type Tractor

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **HOURS:**

We appreciate the opportunity to extend this quote. This quote is subject to availability and is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Regards,
Jacob Earnest
Sales Representative
Wagner Equipment Co.

Caterpillar Model: D8T Track Type Tractor

STANDARD EQUIPMENT

POWERTRAIN -C15 ACERT diesel engine -Electronic unit injection --After-treatment --Equivalent to U.S. EPA tier 4 final -24-volt electric start -High performance single -plane cooling system -Aftercooler, air-to-air (ATAAC) -Air filter, with electronic service indicator -Coolant, extended life -Fan, suction, auto reversing -Fuel priming pump, electric -Sound attenuated exhaust system -Parking brake, electronic -Precleaner, strata-tube dust ejector -Prescreener -Shift management -Full auto shift -Starting aid, automatic ether -Torque divider with lock up clutch -Transmission, electronically-controlled -powershift -Four planet, double-reduction -planetary final drives -Transmission control module, electronic -Turbocharger -Water separator

UNDERCARRIAGE -Rollers and idlers, lifetime lubricated -Sprocket rim segments, replaceable -Suspension-type undercarriage -8-roller tubular track roller frame -(Carrier roller ready) -Track adjusters, hydraulic -Track guide -24 inch (610 mm) PPR moderate service -grouser with sealed and lubricated -track (44 section) -Two-piece master links -

HYDRAULICS -Hydraulics, independent steering and -work tool pumps -Load-sensing dozer lift and tilt -Hydraulics, electronically controlled, -load-sensing rear hydraulics, ripper or -winch ready -Electronically enabled quick drop valve -

STARTERS, BATTERIES, & ALTERNATORS -Alternator, 150 amp -Batteries, heavy duty -Starting receptacle, auxiliary -

ELECTRICAL -Alarm, back-up -Converter, 24V to 12V -Diagnostic connector -Horn, forward warning -Ground level service center with hour -meter

OPERATOR ENVIRONMENT -Rops mounted air conditioner -Armrest, adjustable -Touch screen operator interface -Electronic monitoring system -Diagnostic service information -Operator preferences -Cab, ROPS/FOPS, sound suppressed -Deactivation switch, hydraulic controls -Access/egress lighting with shutdown -timer -Decelerator pedal -Governor switch, electronic -Heater and air conditioning -Mirror, rearview -Radio, AM/FM, Bluetooth -Provision for wire passage in/out of cab -Interior LED courtesy lights -Seat, cloth, air-suspension -Seat belt, retractable -Steering control, direction and speed -control thumb switches with recall -button -Wipers, intermittent -

TECHNOLOGY PRODUCTS -RADIOS - Authorization varies by country -please contact your Cat marketing lease -representative with questions or click -on the link below:<https://dealer.cat.com/-en/products/technology.html> -PRODUCT LINK- Availability varies by -country, please contact your Cat -marketing representative with -questions or click on the link below:
-<https://dealer.cat.com/pl/certification>

OTHER STANDARD EQUIPMENT -CD rom parts book -Engine enclosures -Equalizer bar, pinned -Front pull device -Guards, bottom hinged -Grade control ready -HVAC box - corrosive resistant -Mounting, lift cylinders -Oil cooler, hydraulic -Product link -S.O.S. sampling ports -Steering, electronically controlled -power differential -Vandalism protection for fluid -compartments -Engine compartment service light -Six lights package -

MACHINE SPECIFICATIONS

D8T 21A TRACTOR	\$872,676.00
FINAL DRIVES, STD, GUARDED	\$17,776.50
ENGINE, THERMAL WRAPPED	\$14,353.50
PRECLEANER WITH SCREEN	\$1,496.25
UNDERCARRIAGE, PPR SUS GUARDED	\$5,118.75
TRACK, 610MM / 24" ES,TRAP PPR	\$5,470.50
NO CARRIER ROLLERS	\$0.00
LINES, DUAL TILT	\$6,079.50
REAR HYDRAULICS, RIPPER	\$5,596.50
BATTERIES, HEAVY DUTY	\$0.00
ALTERNATOR, 150AMP DUCTED	\$530.25
HEATER, ENGINE COOLANT 120V	\$0.00
LIGHTS, PREMIUM	\$4,315.50
CAB AR, DUAL PANE	\$6,961.50
SEAT, CLOTH, HEATED	\$787.50
RADIO, AM/FM	\$0.00
OPERATORS AR, QUICK OPENING	\$687.75
GRADE WITH 3D	\$52,647.00
PRODUCT LINK, CELLULAR PLE742	\$0.00
FUEL SYSTEM, STANDARD	\$0.00
GUARDS, BOTTOM PWRD SEALED HD	\$17,440.50
GUARDS, BOTTOM, HD, SND	\$0.00
GUARD, FAN DEBRIS	\$1,050.00
CYLINDER, LIFT, GRADE CTRL 3D	\$19,708.50
8 RIPPER, SS W/ STRIKER BAR	\$63,819.00
FLUIDS, STANDARD	\$0.00
ENGINE COOLANT, STD (-37C)	\$0.00
VISIBILITY AR, CAMERA	\$3,045.00
WINDOW SHADES	\$724.50
GUARD, FUEL TANK	\$3,375.75
STRIKER BARS, FRONT, SUSP	\$8,001.00
8SU LANDFILL BLADE WEAR PLT	\$33,390.00
TOOTH, SINGLE SHANK RIPPER	\$6,804.00
WASTE HANDLING ARRANGEMENT	\$6,772.50
BRAKES, BASIC	\$0.00
GAUGE, POWERED BOTTOM GRD	\$0.00
OIL DRAIN, STANDARD	\$0.00
8SU/U DOZER, DUAL TILT GUARD	\$34,818.00
PROTECTION, CYLINDER ROD	\$0.00
ANTIFREEZE WINDSHIELD WASHER	\$0.00
MANUAL, ENGLISH	\$0.00
PUSH ARMS	\$13,608.00
FIRE SUPPRESSION SYSTEM	
MHZ RADIO FOR GRADE CONTROL	

SELL PRICE	\$947,419.17
SUBTOTAL	\$947,419.17
TOTAL	\$947,419.17

WARRANTY & COVERAGE

Standard Warranty: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)

Extended Coverage: D8-60 MO/7000 HR PREMIER

F.O.B/TERMS:

Albuquerque

PAYMENT TERMS

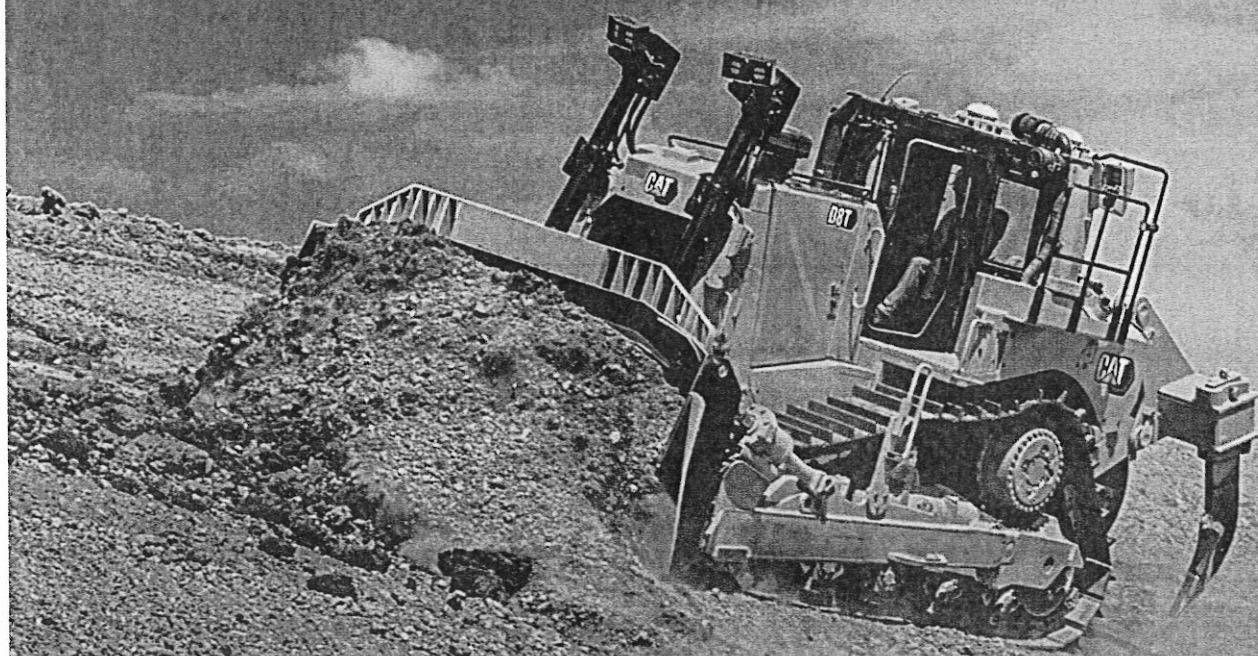
Cash Invoice Terms

CASH WITH ORDER
\$0.00

ATTACHMENT 3
CAT D8T Specifications

D8T

TRACK-TYPE TRACTOR



Net Power (1,900 rpm)

ISO 9249/SAE J1349

264 kW (354 hp)

ISO 9249/SAE J1349 (DIN)

(359 hp)

Operating Weight

Standard

39 750 kg (87,600 lb)

LGP

37 750 kg (83,200 lb)

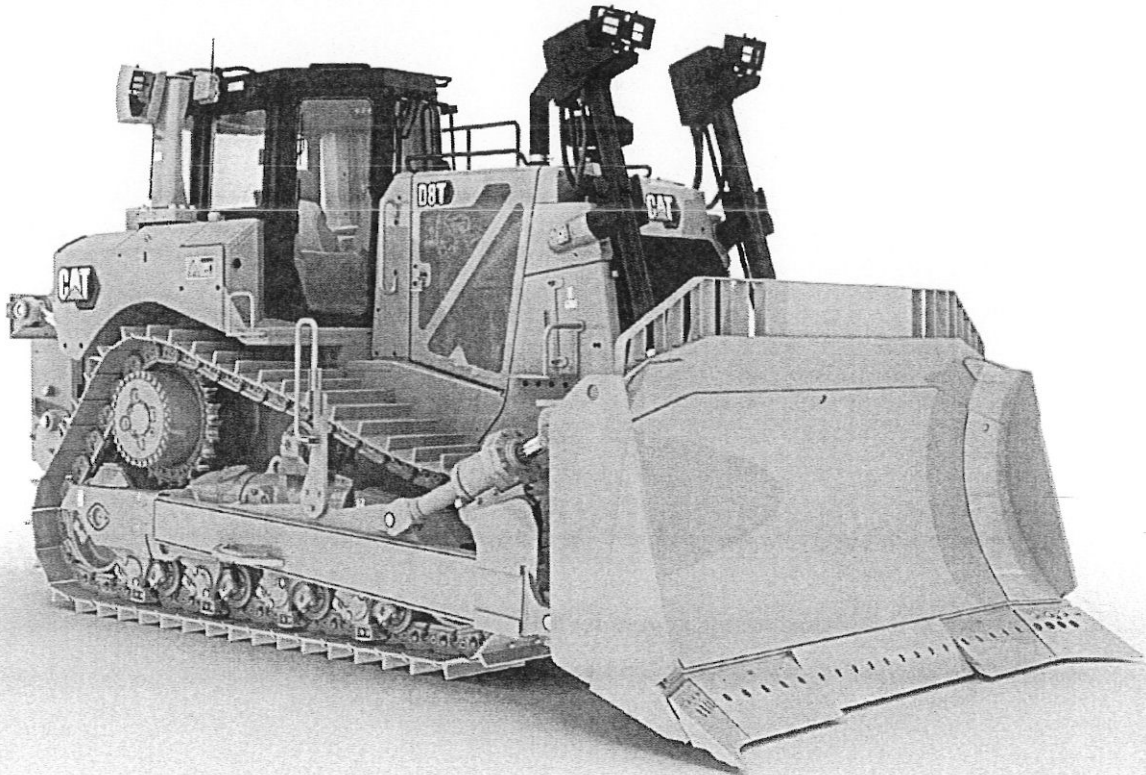
Cat® C15 engine meets U.S. EPA Tier 4 Final/EU Stage V/Korea Tier 4 Final emission standards with an aftertreatment system that is designed to be transparent to the operator.



PUSHING YOUR PROFITS FORWARD

The new Cat® D8T is designed for performance and efficiency to give you a faster return on your equipment investment:

- + MORE POWER AND PRODUCTIVITY WITHOUT USING MORE FUEL
- + UNPRECEDENTED EASE OF OPERATION
- + CHOICE OF FACTORY INTEGRATED TECHNOLOGY OPTIONS TO SUIT YOUR BUSINESS



THE NEW CAT® D8T

PRODUCTIVITY THAT PAYS

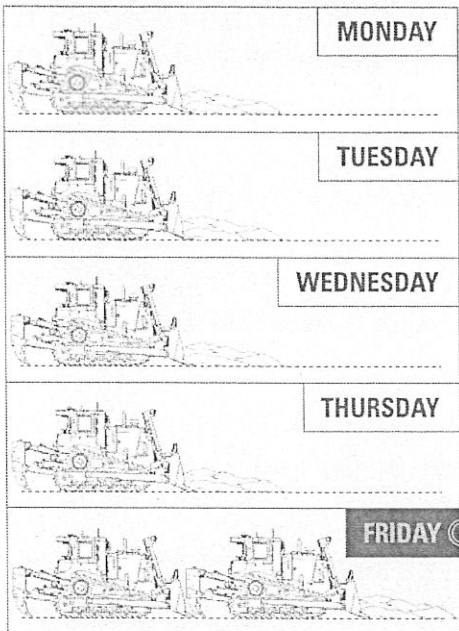
THE CAT D8T is the right choice when your business demands a step up in performance. A new Caterpillar designed, fully automatic 4-speed transmission is at the heart of performance improvements that take you to a whole new level of productivity and efficiency.



**MOVE MORE,
DON'T BURN MORE.**

MOVE UP TO 18% MORE MATERIAL PER HOUR.*

**THAT'S ALMOST LIKE HAVING AN
EXTRA MACHINE ON THE JOB!**



8-HOUR WORK DAY × 18% EFFICIENCY IMPROVEMENT = AN EXTRA 1.44 HOURS WORTH OF WORK COMPLETED EACH DAY
1.44 HOURS/DAY × 5 DAYS A WEEK = AN ADDITIONAL 7.2 HOURS OF WORK USING ABOUT THE SAME AMOUNT OF FUEL

*COMPARED TO PREVIOUS MODEL

**MOVE UP TO 18% MORE MATERIAL
PER HOUR**

Fully automatic transmission, added power and steering performance team up for a new level of productivity. Larger blade capacity gets the job done in fewer passes.

BURN ZERO ADDITIONAL FUEL

Move more material without burning more fuel in most applications. Use up to 11% less fuel in lighter applications.

MOVE MORE. SPEND LESS.

GRADE Technologies help you work more precisely for faster results, less rework. New blade and undercarriage options help you take on the harshest conditions at a lower overall cost.

Comparisons to previous D8T model.



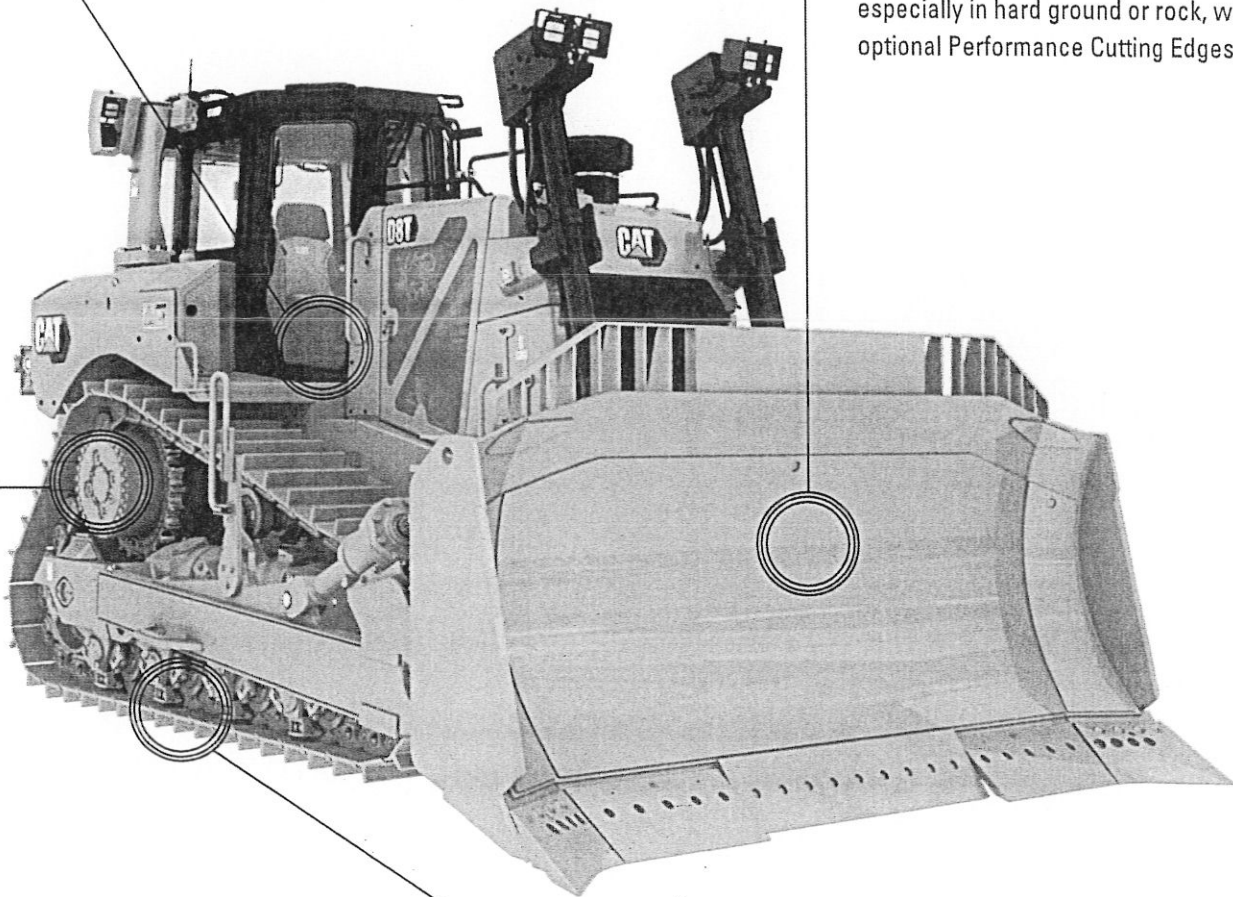
FULLY AUTOMATIC

New Caterpillar designed, fully automatic 4-speed transmission continuously adjusts for maximum performance and efficiency – no need for operator to upshift/downshift.



FEWER PASSES

Largest Semi-Universal (SU) blade in the size class gives you 19% more capacity. Increase blade payload by up to 25%, especially in hard ground or rock, with optional Performance Cutting Edges.



MORE POWER TO WORK

Take advantage of up to 13% more drawbar horsepower to the ground. Auto shift works up and down the entire working range, so power and fuel consumption are optimized throughout the dozing cycle.

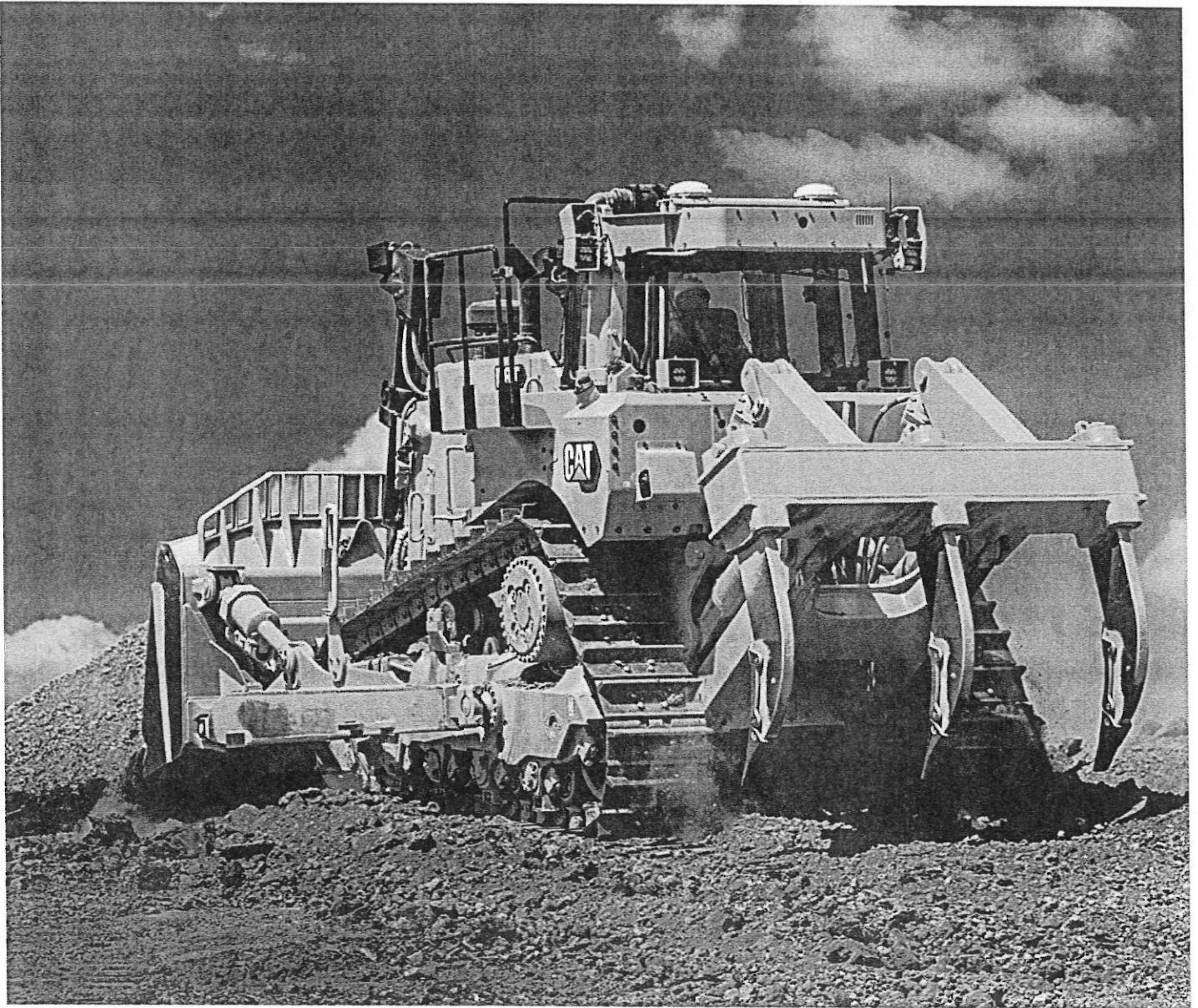


CLASS-LEADING STEERING

Move material more easily while turning with 10% more steering torque. Automatic transmission, differential steering and dedicated steering and implement pumps combine to provide best-in-class steering performance under load.

These days, you need every edge you can get to win the bid and get the job done on time and on spec. Caterpillar offers you a choice of technology options to help you stay in front of the competition.

TECHNOLOGY CHOICES HELP YOU STAY AHEAD



GRADE FOR DOZERS

Cat GRADE technologies help operators of varying experience levels hit target grade faster and more accurately. Finish jobs in fewer passes, and with less operator effort, saving you time and helping you increase profit.

BETTER GRADES

LESS EFFORT



FIRST PASS TO FINISH GRADE

Optional Cat GRADE with 3D automates blade movements in fine grading and production dozing applications. Reduces operator inputs by as much as 80%. Antennas mounted on top of the cab eliminate blade masts and cables. Decreases the need for grade checkers and staking for greater safety and lower labor costs.

SIMPLE: NO GPS NEEDED

Cat GRADE with Slope Assist™ automatically maintains blade position without a GPS signal. Ideal for jobs like building pads, creating simple design plans on-the-go, or working where GPS is unavailable. (Single Tilt only.)

READY WHEN YOU ARE

With Attachment Ready Option (ARO), your dozer comes from the factory ready for simple installation of an aftermarket grade control system.

HELPING HANDS

Automate repetitive tasks to help reduce operator fatigue.

Auto Blade Assist lets you preset blade pitch positions for the load, carry and spread portions of the cycle.

AutoCarry automates blade lift for more consistent blade loads. Helps reduce track slip. Works seamlessly with GRADE with 3D.

Automatic Ripper Control with new rip-to-depth feature that automatically adjusts engine speed and ripper depth to reduce track slip.

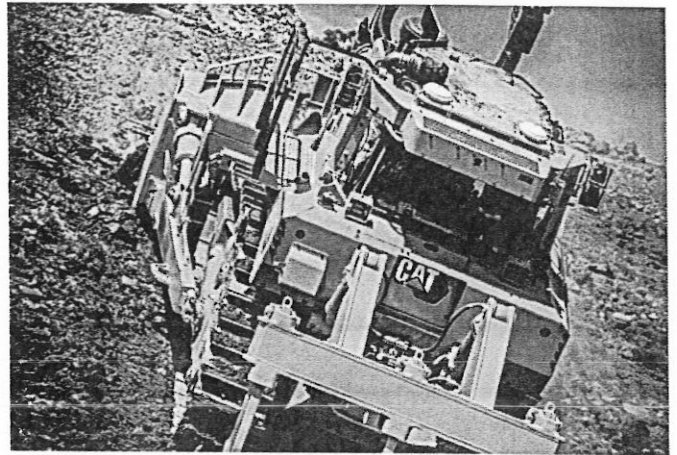
CAT LINK TECHNOLOGY

TAKES THE GUESSWORK OUT OF MANAGING YOUR EQUIPMENT

CAT LINK telematics technology helps take the complexity out of managing your job sites – by gathering data generated by your equipment, materials, and people – and serving it up to you in customizable formats.

CAT PRODUCT LINK™

Product Link™ collects data automatically and accurately from your assets – any type and any brand. Information such as location, hours, fuel usage, productivity, idle time, maintenance alerts, diagnostic codes, and machine health can be viewed online through web and mobile applications.



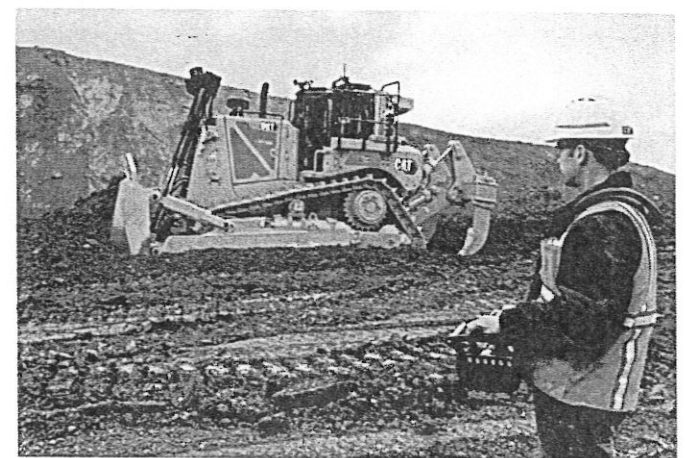
VISIONLINK®

Access information anytime, anywhere with VisionLink® – and use it to make informed decisions that boost productivity, lower costs, simplify maintenance, and improve safety and security on your job site. With different subscription level options, your Cat dealer can help you configure exactly what you need to connect your fleet and manage your business, without paying for extras you don't want. Subscriptions are available with cellular or satellite reporting or both.



COMMAND FOR DOZING

When dozers work in hazardous mining and earthmoving applications, remote control dozing option helps improve safety and efficiency. Operator controls the machine using a line-of-sight console or a remote operator station. Deep integration with machine systems enables smooth, precise control for maximum efficiency and productivity.



TOUGH ON THE JOB

EASY ON OPERATORS

MORE PRODUCTIVITY LESS EFFORT

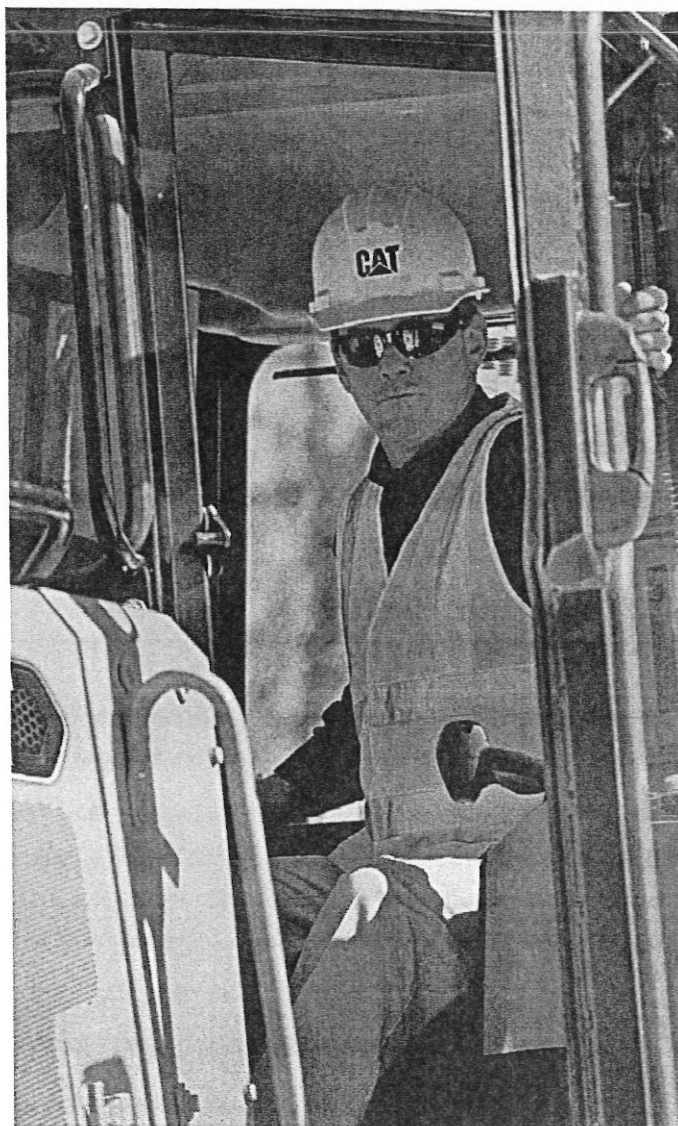
Get optimal performance and fuel efficiency with less operator effort. Just set the desired ground speed and the transmission optimizes the dozer based on the demands of the job. No need for operator to upshift/downshift.

SMOOTH RIDE

An added gear between first and second and seamless lock-up clutch engagement ensure smooth shifting.

CONTROL CLOSE AT HAND

All speed and turning input is packaged in a single hand control for easy operation. A detented thumbwheel puts on-the-fly ground speed changes at your fingertips – one bump for small increments, roll all the way forward/back for large increments.



BIGGER PAYLOAD

FASTER PAYDAY



MORE CAPACITY. FEWER PASSES.

Largest Semi-Universal blade in the size class, now offering 19% more capacity so you make fewer passes. Or choose Universal, Angle or Specialty blades to best suit your applications.

DURABILITY OUT FRONT

Blades are made from high tensile strength steel, with strong box-section design, heavy moldboard construction and hardened bolt-on cutting edges/end bits.

BETTER BALANCE. BETTER PERFORMANCE.

Tag-link design mounts blade closer to the machine for stability, balance, blade penetration and maneuverability. Optional Dual Tilt positions the blade forward for better penetration, then tilts back for carrying capacity and load control.

LOAD FASTER IN HARD GROUND

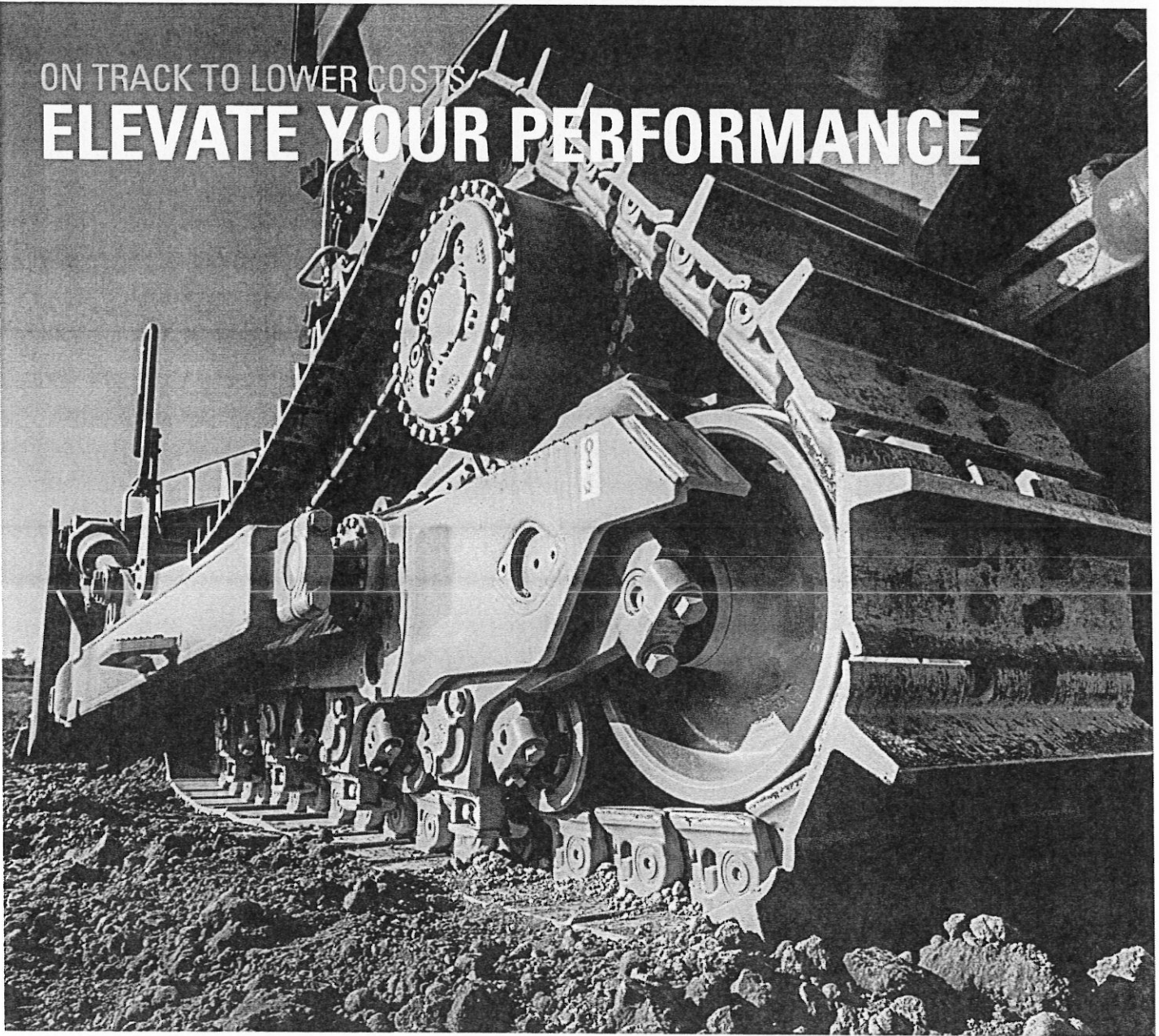
Patented Performance Cutting Edges for Semi-Universal blades load faster and increase blade payload by up to 25%.* Designed for better penetration in hard/frozen ground and moderate rock, ripping may even be reduced in some situations.

- + DIGS DEEPER TO AID BLADE CONTROL, LOAD RETENTION, TRACTION. REDUCES TRACK SLIP.
- + EQUAL WEAR LIFE/LIFE CYCLE COST* – NO MID-LIFE EDGE FLIP OR END BIT REPLACEMENT REQUIRED, REDUCING MAINTENANCE TIME. BUILT-IN WEAR INDICATORS, EASY TO INSTALL, INTERCHANGEABLE WITH TRADITIONAL EDGES.
- + VERSATILITY – ON-PLANE CUTTING SYSTEM ALLOWS FINISH GRADING.

*Compared to standard cutting edges.

ON TRACK TO LOWER COSTS

ELEVATE YOUR PERFORMANCE



ELEVATED SPROCKET

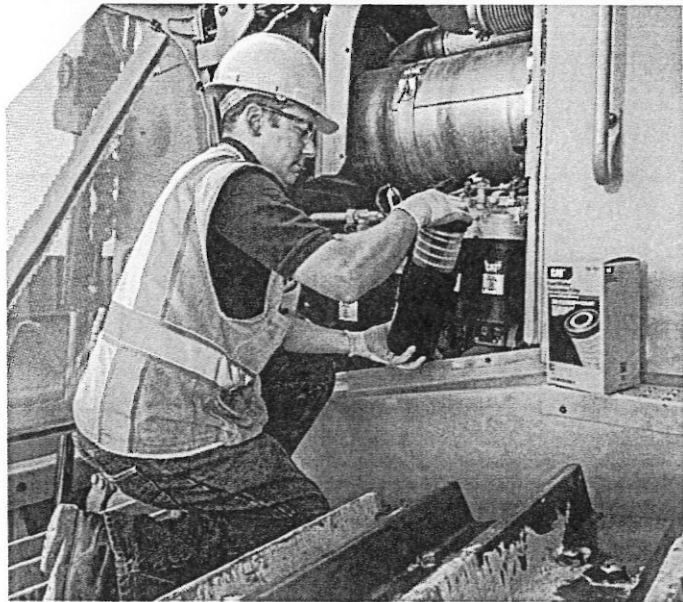
Caterpillar exclusive elevated sprocket gives you an added edge in machine balance, durability and service ease. Reduces shock loads to drive train components. Fully suspended undercarriage provides more ground contact in tough terrain.

HEAVY DUTY DURABILITY

Standard Heavy Duty undercarriage with the exclusive Cat Positive Pin Retention system is well-suited to aggressive work like land clearing, side-slopes, or working in rocky or uneven terrain.

MORE WEAR LIFE

New, optional Heavy Duty Extended Life Undercarriage – Cat HDXL with DuraLink™ – features heavier bushings for up to 25% more wear life, especially in high abrasion conditions. Patented crowned DuraLink is hardened for longer life and reduced scalloping, which improves ride after 50% link wear.



WHEN UPTIME COUNTS

MAINTENANCE MADE EASY

Spend more time on the job and less time and money on maintenance.

SAVE TIME, SAVE MONEY

Grouped service points and ground level service center for more convenient regular maintenance.

LONGER SERVICE INTERVAL

Larger one-piece oil pan doubles engine oil service interval to 500 hours, saving you time and parts cost.

MORE TIME SAVERS

Added features to save time and maintenance expense.

Programmable automatic reversing fan clears debris from the radiator package. Now standard to give you more value.

Optional Powered Bottom Guards reduce downtime for maintenance and enhance safety. Simply remove bolts and use remote switch to open from the center for quick clean-out, or from one side for full access.

Electronic fluid level verification at startup for coolant, power train and engine oil means you can save time, as well as reduce trips up and down from the cab to inspect compartments.

RUN CLEANER

High quality cartridge fuel filters are purpose-built to help keep your fuel system clean and extend injector life. An integrated drain valve makes service easier, and the non-metallic design helps reduce waste.

LOWER LIFETIME COST

Major structures and components are built to be rebuilt, providing lower lifetime operating costs.



GREATER VISIBILITY

A rear vision camera and cylinder mounted mirrors are available to enhance visibility around the machine.



EASY ON AND OFF

Convenient steps, handles and guardrail help you get on and off the tractor with greater ease. Access lighting can be turned on from a ground level switch.



OPERATOR PROTECTION

Standard Operator Presence detection system allows the machine to idle when the operator is not seated, but locks out the power train and front implements to avoid unintentional movement.



SAFETY REMINDER

Seat belt indicator reminds the operator to buckle up with a light/alarm, and registers a fault code through Product Link if the operator fails to fasten the seat belt.

WASTE HANDLER

PURPOSE-BUILT FOR PERFORMANCE

Build or close cells, push trash or spread cover – the D8T WH is designed and built from the frame up to take on the challenges of landfill work.



GUARD AGAINST DEBRIS

Specialized guarding, striker bars and seals help protect against impact and airborne debris. Bottom and Final Drive guarding helps prevent damage from wrapping debris.

MAKE SHORT WORK OF CLEANOUT

Faster cleanout and enhanced safety with optional Powered Bottom Guards. High debris cooling system with automatic reversing fan.

CUSTOMIZED COMPONENTS

Insulated Clean Emissions Module and thermal shields provide the highest level of protection. Specialized air handling features help deliver cleaner air to the machine and to the cab.

READY TO WORK

Landfill blades and center-hole track shoes help optimize your waste handler for the job. Lights are mounted up and away from main debris area for protection, while still shining plenty of light on the work area.

D8T STOCKPILE ARRANGEMENT

Specialized guarding and seals help protect the machine from damage and debris build-up. Specialized track shoes and woodchip and coal blades help optimize your machine.

- + HIGH DEBRIS COOLING SYSTEM WITH AUTOMATIC REVERSING FAN FOR EASY CLEANOUT.
- + THERMAL PROTECTION WITH INSULATED CLEAN EMISSIONS MODULE AND SHIELDS.
- + SCREENED PRECLEANER AND ROOF-MOUNTED FILTER HELP PROTECT AGAINST DUST AND DEBRIS.

TECHNICAL SPECIFICATIONS

See cat.com for complete specifications.

ENGINE	
Engine Model	Cat C15
Emissions	Tier 4 Final/Stage V/ Korea Tier 4 Final
Net Power (Rated) – 1,900 rpm	
ISO 9249/SAE J1349	264 kW 354 hp
ISO 9249/SAE J1349 (DIN)	359 hp
Engine Power (Maximum) – 1,600 rpm	
ISO 14396	294 kW 394 hp
ISO 14396 (DIN)	400 hp
Displacement	15.2 L 928 in ³
<ul style="list-style-type: none"> All nonroad Tier 4 Final, Stage IV, Stage V, and Korea Tier 4 Final diesel engines are required to use only Ultra Low Sulfur Diesel (ULSD) with 15 ppm (mg/kg) of sulfur or less, or up to B20 biodiesel blended with ULSD. B20 should meet ASTM D7467 specification (biodiesel blend stock should meet Cat biodiesel spec, ASTM D6751 or EN 14214). Cat DEO-ULS™ or oils that meet the Cat ECF-3, API CJ-4, and ACEA E9 specification are required. Consult your OMM for further machine specific fuel recommendations. Diesel Exhaust Fluid (DEF) used in Cat Selective Catalytic Reduction (SCR) systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241. 	
SERVICE REFILL CAPACITIES	
Fuel Tank	627 L 165 gal
Diesel Exhaust Fluid Tank	24 L 6.3 gal
Cooling System	86 L 22.7 gal
Engine Crankcase*	38 L 10 gal
Power Train	155 L 41 gal
Final Drives (each)	12.5 L 3.3 gal
Roller Frames (each)	65 L 17.2 gal
Pivot Shaft Compartment	40 L 10.6 gal
Hydraulic Tank	75 L 19.8 gal
*With oil filter.	

AIR CONDITIONING SYSTEM		
The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 2.5 kg of refrigerant which has a CO ₂ equivalent of 3.575 metric tonnes.		
OPERATING WEIGHT		
Standard (single shank ripper)	39 750 kg	87,600 lb
LGP (drawbar)	37 750 kg	83,200 lb
Waste Handler	39 650 kg	87,400 lb
LGP Waste Handler	41 850 kg	92,300 lb
TRANSMISSION		
1 Forward	3.5 km/h	2.2 mph
1.5 Forward	4.8 km/h	3.0 mph
2 Forward	6.6 km/h	4.1 mph
3 Forward	11.3 km/h	7.0 mph
1.5 Reverse	4.8 km/h	3.0 mph
2.0 Reverse	6.4 km/h	4.0 mph
2.5 Reverse	8.7 km/h	5.4 mph
3.0 Reverse	11.8 km/h	7.3 mph
Drawbar Pull		
1 Forward	659.2 kN	148,200 lbf
1.5 Forward	490.8 kN	110,350 lbf
2 Forward	366.1 kN	82,300 lbf
3 Forward	205.8 kN	46,250 lbf

D8T BLADE	CAPACITY	WIDTH OVER ENDBITS	HEIGHT
Semi-Universal (SU)*	10.3 m ³ 13.4 yd ³	4042 mm 13.3 ft	1747 mm 5.7 ft
SU with Performance Cutting Edges	10.3 m ³ 13.4 yd ³	3962 mm 13.0 ft	1747 mm 5.7 ft
Universal with Rock Guard, Wear Plate	11.8 m ³ 15.4 yd ³	4265 mm 14.0 ft	2012 mm 6.6 ft
Angle Blade	5.2 m ³ 6.8 yd ³	5043 mm 16.5 ft	1177 mm 3.9 ft
LGP SU Landfill	22.2 m ³ 29.0 yd ³	4543 mm 14.9 ft	2454 mm 8.0 ft
*Also with rock guard/wear plate or push plate.			
• Additional blades available. Please consult your Cat dealer for details.			
DIMENSIONS	STANDARD	NON-SUSPENDED	LGP
Width of Tractor (without trunnions/standard shoe width)	2693 mm 106.0 in	2693 mm 106.0 in	3302 mm 130.0 in
Machine Height to ROPS** (to top of railing)	3566 mm 140.4 in	3575 mm 140.7 in	3566 mm 140.4 in
Length of Track on Ground	3206 mm 126.2 in	3258 mm 128.3 in	3206 mm 126.2 in
Length of Basic Tractor (tag link trunnion to tip of rear grouser)*	4647 mm 183.0 in	4647 mm 183.0 in	4647 mm 183.0 in
Ground Pressure	89.6 kPa 13.0 psi	89.6 kPa 13.0 psi	53.3 kPa 7.7 psi
Ground Clearance	613 mm 24.1 in	606 mm 23.8 in	613 mm 24.1 in
*Add the following measurements for attachments: Ripper (single shank) 1519 mm/59.8 in; Ripper (multi-shank) 1613 mm/63.5 in; Drawbar 406 mm/16.0 in; SU Blade 1844 mm/72.6 in; U Blade 2241 mm/88.2 in; A Blade (not angled) 2027 mm/79.8 in; A Blade (angled 25 degrees) 3068 mm/120.8 in.			
**When Cat GRADE Control 3D antennas are installed, overall machine height increases by approximately 82 mm/3.2 in.			

STANDARD & OPTIONAL EQUIPMENT

Standard and optional equipment may vary. Consult your Cat dealer for details.

POWER TRAIN	STANDARD	OPTIONAL
Cat C15 engine – meets U.S. EPA Tier 4 Final/ Korea Tier 4 Final emission standards	•	
Cat C15 engine – meets EU Stage V emission standards		•
Brakes, Extreme Service		•
Drains, ecology, power train		•
Engine, thermal shield		•
Fan, suction, auto reversing	•	
Four planet, double-reduction planetary final drives	•	
Full autoshift	•	
High performance single plane cooling system	•	
Oil change system, high speed		•
Radiator, 6.35 fins per inch, debris	•	
Torque divider with lock-up clutch	•	
Transmission, electronically-controlled powershift	•	
CAT TECHNOLOGY	STANDARD	OPTIONAL
Attachment Ready Option (ARO)		•
AutoCarry/AutoRip, single tilt or dual tilt		•
Cat GRADE with 3D		•
Cat GRADE with Slope Assist		•
Cat Slope Indicate	•	
COMMAND for Dozing Ready		•
Product Link – Cellular or Dual Mode		•
OPERATOR ENVIRONMENT	STANDARD	OPTIONAL
Access/egress lighting with shutdown timer	•	
Armrests, adjustable	•	
Radio, AM/FM, Bluetooth®	•	
ROPS mounted air conditioner	•	
Seat, cloth, air-suspension	•	
Seat, cloth, heated or heated/ventilated		•
Touchscreen operator interface	•	
Visibility arrangement – mirrors or single camera		•

UNDERCARRIAGE	STANDARD	OPTIONAL
Gauge arrangements – Standard or LGP	•	
Positive Pin Retention (PPR) undercarriage	•	
610 mm (24 in) PPR moderate service shoes*	•	
Heavy Duty, Extended Life (HDXL) undercarriage		•
*For optional track shoe offerings, please refer to chart in Technical Specifications brochure on cat.com .		
HYDRAULICS	STANDARD	OPTIONAL
Hydraulics, electronically controlled, load-sensing	•	
Hydraulics, independent steering and work tool pumps	•	
ELECTRICAL	STANDARD	OPTIONAL
Converter, 24V to 12V	•	
Ground level service center with hour meter	•	
Lights – premium light package		•
Lights – six-light package	•	
PUSH ARMS	STANDARD	OPTIONAL
Single tilt	•	
Dual tilt		•
GUARDS	STANDARD	OPTIONAL
Hinged bottom guards	•	
Powered bottom guards		•
Guard, fan debris		•
Guard, fast fuel		•
Guard, fuel tank		•
Rear screen		•
Sweeps group		•
REAR ATTACHMENTS	STANDARD	OPTIONAL
Ripper		•
Counterweight, rear		•
Drawbar, rigid		•
Winch		•

Not all features are available in all regions. Please check with your local Cat dealer for specific offering availability in your area.

For additional information, refer to the Technical Specifications brochure available at www.cat.com or your Cat dealer.

ATTACHMENT 4

Sourcewell Contract No. 032119-CAT

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North America Industry Manager

Patrick Kearns
VENDOR AUTHORIZED SIGNATURE

Patrick Kearns
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: *James L. Redpath* Date: 3/13/19

Sourcewell's clarification on exceptions listed above:

LEGAL
HCP
Initials
May 3, 2019
Date

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST



Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature:  
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E42BBF817A64CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc

Authorized Signatory's Title North American Industry Manager

Patrick Keains
VENDOR AUTHORIZED SIGNATURE

Patrick Keains
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

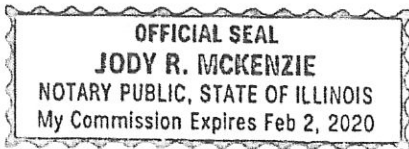
Authorized Signature: *Patrick Keenan*

Authorized Name (printed): Patrick Keenan

Title: North America Industry Manager

Date: 3/16/19

Notarized



Subscribed and sworn to before me this 6th day of March, 20 19

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: *Jody R. McKenzie*



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____ Caterpillar Inc. _____

Questionnaire completed by: _____ Patty Redpath _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Our dealers accept payment from members and their terms may vary. The most common term is net 30.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

- 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
- 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
- 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
- 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

- a) Powertrain
- b) Powertrain + Hydraulics

- c) Powertrain + Hydraulics + Technology
- d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F**. However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

- 03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
- 05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
- 06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
- 08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
- 12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
- 13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
- 16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
- 28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
- 28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
- 29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
- 40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
- 41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
- 68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
- 68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
- 7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
- 88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
- 89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
- 92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp. 19-Jun-2020)
- CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
- DJ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
- HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp. 19-Jun-2020)
- HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
- HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
- JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
- LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
- M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
- N4 - Advanced Components and Technologies, Mossville (IL), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
- PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
- QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
- R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
- T3 - Solar Turbines Europe S.A. – Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
- T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
- T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
- T3 - Solar Turbines Inc. - Turbomachinery Prod, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-July-2021)
- T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
- T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
 T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
 T3 - Solar Turbines Switzerland Sagl, 6595 Riazzino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
 UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
 UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
 UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
 UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
 XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
 XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
 YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
 YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
 ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our “green initiatives” more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System

Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
 Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
 Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
 Mapleton - 14001:2004 self-certification - issued January 2013
 Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
 Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisionLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The “Cat Inspect” app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer’s ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Ante A. Redondo Date: 3/13/19

Machine Model*	New Equipment
2021	Discount to Customer (Off List Price)

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Forest Machines

538	15.00%
548	15.00%
558	15.00%
568	15.00%

Backhoe Loaders

415	22.00%
416	22.00%
420	22.00%
430	22.00%
432	22.00%
440	22.00%
450	22.00%

Wheel Tractor Scrapers

621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
657	18.00%

Articulated Trucks

725	17.00%
730	17.00%
735	17.00%
740GC	17.00%
745	17.00%

Rigid Frame Trucks

770	3.00%
773	3.00%

Landfill Compactors

816	12.00%
826	12.00%
836	12.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	15.00%

Machine Model*	New Equipment
2021	Discount to Customer (Off List Price)
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	10.00%
D10	10.00%

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Wheeled Excavators

M314F	26.00%
M315F	26.00%
M316F	26.00%
M317F	26.00%
M318F	26.00%
M320F	26.00%
M322F	26.00%

Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%

Cold Planers

PM310	20.00%
PM312	20.00%
PM313	20.00%
PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%

Reclaimers

RM300	20.00%
RM400	20.00%
RM500	20.00%

Telehandlers

TH255	23.00%
TH3510	24.00%
TH357	24.00%
TH408	24.00%
TH514	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

Motor Graders

12	30.00%
120	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%

Machine Model*	New Equipment
2021	Discount to Customer (Off List Price)

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
918	24.00%
920	24.00%
924	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950M	18.00%
962	18.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

Aftermarket Worktools	15.00%
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Caterpillar Safety Services	15.00%
Technology Enabled Safety Solutions	5.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is offered under Sourcewell contract #062323-CAT

Parts & Service is discounted by the servicing dealer according to work order volume

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: October 17, 2021
Subject: Request for Approval to Purchase a Peterbilt Model 348 Roll-Off Truck, with Necessary Extras and Extended Warranty, from Rush Truck Centers of New Mexico, Inc. of Albuquerque, NM, under Texas Local Government Purchasing Cooperative - BuyBoard Contract No. 601-19 for the Buckman Road Recycling and Transfer Station in the Amount of \$189,419

BACKGROUND AND SUMMARY

The Agency is requesting the Board approve purchasing a Peterbilt Model 348 roll-off truck from Rush Truck Centers of New Mexico, Inc. of Albuquerque, NM, under Texas Local Government Purchasing Cooperative - BuyBoard Contract No. 601-19 for the Buckman Road Recycling and Transfer Station (BuRRT) in the amount of \$189,419.

Funding is available from 811.100700 (Equipment Replacement Reserve Fund Cash).

Rush Truck Centers offers a 2022 Peterbilt model 348 (cab and chassis) with an Amrep AMRO-H-22 roll-off hoist and a Pioneer tarping system for \$189,419. The Peterbilt truck is equipped with a Cummins PX-9 diesel engine (450 horsepower, low emissions rating) and an Allison 6-speed auto transmission. The gross combined weight of the truck is 66,000 pounds.

Rush Truck Centers offers a five-year/500,000-mile extended warranty for the engine and emissions after treatment system (towing coverage included), and a five-year unlimited mileage extended warranty for other Peterbilt components – air, electrical, cab. The cost of the extended warranties is \$9,345, which is included in the purchase price.

Attachment 2 breaks down the Rush Truck Center quote.

The estimated delivery time for the roll-off truck is one two months from purchase.

The Agency recommends a new roll-off truck to serve as the primary unit for moving roll-off containers from the recycling drop-off area to the transfer station and hauling scrap metal to a local scrap yard. The Agency currently uses a 2009 International Work Star 7600 roll-off truck (Unit 1450) that is becoming more problematic with longer repair times. The Agency has relied on the city and county to move roll-off containers during extended repair times. Unit 1450 will become a backup unit.

Unit 1450 was purchased in September 2008, with Board approval, from Robert Truck Center of Albuquerque, NM, for \$167,301.97. The chassis of the unit is in fair condition with 38,911 miles.

Since December 2012, Unit 1450 has moved 13,599 roll-off containers from the recycling drop-off area. Between May 2009 and September 2021, the unit hauled 1,172 roll-off container loads of scrap metal to a local scrap yard.

ACTION REQUESTED

The Agency requests approval to purchase a Peterbilt Model 348 roll-off truck, with necessary extras and extended warranty, from Rush Truck Centers of New Mexico, Inc. of Albuquerque, NM, under Texas Local Government Purchasing Cooperative - BuyBoard Contract No. 601-19 for \$189,419.

The Agency also requests approval of a budget increase from 811.100700.100700 (Equipment Replacement Reserve) to 8100852.571100 (Capital Outlay – Vehicles Greater Than 1.5 Ton) in the amount of \$189,419.

Attachments: 1) Budget Adjustment Request
2) Rush Truck Centers of New Mexico Quote
3) BuyBoard Contract No. 601-09

M:/Memo/Memo101721.4.docx

ATTACHMENT 1
Budget Adjustment Request

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE
SFSWMA					10/15/2021
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Vehicles >1.5 Ton	8100851	571000		189,419	
Transfer out to Fund 810	8110855	755810		189,419	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
Transfer In from 811	8100851	655811		(189,419)	
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 189,419	\$ -

To transfer funding from SWMA Equipment Replacement Reserve fund to SWMA operating to purchase a Peterbilt Model 348 Roll-off truck from Rush Truck Centers

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
811	(189,419)
TOTAL:	(189,419)

Cash is available in the Equipment Replacement Reserve Fund (811.100700)

Emily Pisula	10/15/2021	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	Budget Officer _____ Date
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i> _____ Date
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i> _____ Date
		JPB Approval Date	
		Agenda Item #:	

ATTACHMENT 2

Rush Truck Centers of New Mexico Quote

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE--BUYBOARD

Remit P.O.'s To: munisales@rushenterprises.com

Vendor	RUSH TRUCK CENTER	Date Prepared	10/11/2021
Contact for Vendor:	COLTON KRUSE	Phone	(830) 320-5219
End User:	Santa Fe Solid Waste Management Agency		
End User Contact:	Randall Kippenbrock	Phone/Fax	(505) 424-1850
Product Description:	Peterbilt 348 Roll Off		

A: Base Price in Bid/Proposal Number: 601-19		Series: 348 \$ 67,772.00	
B: Published Options(<i>Itemize Below</i>)			
	DESCRIPTION	AMOUNT	
Peterbilt	Frame & Equipment	\$ 2,453.00	
Peterbilt	Front/Rear Axles & Equipment	\$ 19,991.00	
Peterbilt	Engine/Transmission & Equipment	\$ 23,444.00	
Peterbilt	Air & Trailer/Tires & Wheels	\$ 2,431.00	
Peterbilt	Fuel Tanks/Battery Box & Bumper	\$ 1,576.00	
Peterbilt	Cab & Equipment	\$ 3,731.00	
Subtotal Column 1:		\$ 53,626.00	
	OPT #	DESCRIPTION	AMOUNT
	RTC-0049	OEM+ Safety Analysis	\$ 1,275.00
	RTC-0122	Refuse Body Prep	\$ 3,934.00
	RTC-0093	PTO & Hydraulics	\$ 5,290.00
	RTC-0017	Roll Off	\$ 38,022.00
	RTC-1026	Lot Insurance/Floorplan Interest	\$ 4,027.00
Subtotal Column 2:		\$ 52,548.00	
Published Options added to Base Price(<i>Subtotal of "Col 1" & "Col 2"</i>)			\$ 106,174.00

C: Subtotal of A + B		\$ 173,946.00	
D: Non Published Options			
MCT Inc. Roll Off Body with Options	\$ 786.00		
Subtotal Column 1:		\$ 786.00	
Subtotal Column 2:		\$ -	

Unpublished Options added to Base price (<i>Subtotal "Col 1 + Col 2"</i>)	\$ 786.00
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E: Contract Price Adjustment (<i>If any, explain here</i>)		
Paccar Freight and Materials Surcharge		\$ 3,456.00

F: Total of C + D +/- E	\$ 178,188.00
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G: Quantity ordered Units: <u>1.00</u> x	\$ 178,188.00
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H: BUYBOARD Administrative Fee	\$ 400.00
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I: Non-Equipment Charges & Credits (<i>I.e.: Ext. Warranty, Trade-In, Delivery, etc.</i>)		\$ 1,486.00
Freight	\$ 1,486.00 x 1	\$ 1,486.00
Cummins 5 Year/500k Mile Extended Engine/After-treatment/Towing Coverage		\$ 9,345.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$ 189,419.00
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*Price includes Cab Stripe to match SFSWMA units.



ATTACHMENT 3

BuyBoard Contract No. 601-09

November 5, 2020

Sent via email to: munisales@rushenterprises.com

Drew Neubauer
Rush Truck Centers of Texas, LP (Self-reporting Vendor)
555 IH 35 South, Suite 500
New Braunfels TX 78130

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract 601-19

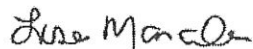
The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor, Contract 601-19 effective December 1, 2019 through November 30, 2020 with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through November 30, 2021.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,



Lisa Maraden
Contract Administrator

1st renewal v.02.13.2020

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2019

Sent Via Email: neubauerd@rushenterprises.com

Drew Neubauer
Rush Truck Centers of Texas, LP
555 IH 35 South, Suite 500
New Braunfels, TX 78130

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 601-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,



Arturo Salinas
Department Director, Cooperative Procurement

v.6.5

November 6, 2019

Sent Via Email: neubauerd@rushenterprises.com

Drew Neubauer
Rush Truck Centers of Texas, LP
555 IH 35 South, Suite 500
New Braunfels, TX 78130

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

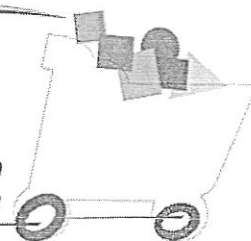
As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Arturo Salinas
Department Director, Cooperative Procurement
v.6.5





PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks,
Police Motorcycles, Parts, and Service Labor

Proposal Due Date/Opening Date and Time:
August 1, 2019 at 4:00 PM

Proposal Number: 601-19

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: December 1, 2019
through November 30, 2020 with two (2) possible
one-year renewals.

Anticipated Cooperative Board Meeting Date:
October 2019

Rush Truck Centers of Texas, LP

8/29/2019

Name of Proposing Company

Date

555 IH 35 South, suite 500

Street Address

Signature of Authorized Company Official

New Braunfels, TX 78130

Steve Taylor

City, State, Zip

Printed Name of Authorized Company Official

830-302-5254

Vice President

Telephone Number of Authorized Company Official

Position or Title of Authorized Company Official

830-302-5295

74-2786264

Fax Number of Authorized Company Official

Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



VENDOR CONTACT INFORMATION

Name of Company: Rush Truck Centers of Texas, LP
Vendor Proposal/Contract Contact Name: Drew Neubauer
Vendor Proposal/Contract Contact E-mail Address: neubauerd@rushenterprises.com
Vendor Contact Mailing Address for Proposal/Contract Notices: 555 IH 35 South, Suite 500
New Braunfels, TX 78130
Company Website: www.rushtruckcenters.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

- I will use the internet to receive purchase orders at the following address:
Purchase Order E-mail Address: neubauerd@rushenterprises.com
Purchase Order Contact: Drew Neubauer Phone: 830-302-5254
Alternate Purchase Order E-mail Address: krusec@rushenterprises.com
Alternate Purchase Order Contact: Colton Kruse Phone: 830-302-5219
- Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: neubauerd@rushenterprises.com
RFQ Contact: Drew Neubauer Phone: 830-302-5254
Alternate RFQ E-mail Address: krusec@rushenterprises.com
Alternate RFQ Contact: Colton Kruse Phone: 830-302-5219



Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 555 IH 35 South, Suite 500 Department: MD

City: New Braunfels State: TX Zip Code: 78130

Contact Name: Chris Garrison Phone: 830-302-5278

Invoice Fax: NA Invoice E-mail Address: garrisonc@rushenterprises.com

Alternative Invoice E-mail Address: neubauerd@rushenterprises.com

In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ Department: _____

City: _____ State: _____ Zip Code: _____

Billing Agent Contact Name: _____ Phone: _____

Billing Agent Fax: _____ Billing Agent E-mail Address: _____

Alternative Billing Agent E-mail Address: _____

In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

*** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee Invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.*



FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Steve Taylor

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Steve Taylor

Printed Name



RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- I certify that my company is a **Resident Proposer**.
- I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address	
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
 Yes No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- Yes No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP

 Company Name



 Signature of Authorized Company Official

Steve Taylor

 Printed Name



NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Steve Taylor

Printed Name

Note: If REP does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Steve Taylor

Printed Name



HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- I certify that my company has been certified as a HUB in the following categories:
- Minority Owned Business**
 - Women Owned Business**
 - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

- My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP

Company Name

Steve Taylor

Printed Name

Signature of Authorized Company Official



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Rush Truck Centers of Texas, LP

Company Name


Signature of Authorized Company Official

Steve Taylor

Printed Name

8/29/2019

Date



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: Common Carrier Company Truck Prepaid and Add to Invoice Other:

2. Payment Terms: Net 30 days 1% in 10/Net 30 days Other:

3. Number of Days for Delivery: 10 in stock/90 Orders _____ ARO

4. Vendor Reference/Quote Number: Rush Truck Centers of Texas, LP

5. State your return policy: Parts - 14 days, Truck Sales - no stated return policy

6. Are electronic payments acceptable? Yes No

7. Are credit card payments acceptable? Yes No

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Steve Taylor

Printed Name



LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Rush Truck Centers of Texas, LP

Company Name

555 IH 35 South, Suite 500

Address

New Braunfels

TX

78130

City

State

Zip

830-302-5254

830-302-5295

Phone Number

Fax Number

Drew Neubauer

Contact Person

Please see attached

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

Rush Truck Center Locations

ALABAMA

RTC FEIN: 72-1555639

Rush Truck Center, Mobile

DUNS #19-949-8192

5500 Linwood Steiner Road

Theodore, AL 36582 (Mobile County)

(251) 459-7300

(251) 459-7301 Fax

ARIZONA

RTC FEIN: 74-2927286

Rush Truck Center, Flagstaff

DUNS #84-975-5715

2620 East Huntington Drive

Flagstaff, AZ 86004 (Coconino County)

(928) 679-2900

(928) 679-2999 Fax

Rush Truck Center, Phoenix

DUNS #80-792-6725

9600 W. Roosevelt Street

Tolleson, AZ 85353 (Maricopa County)

(602) 422-8100

(602) 422-8175 Fax

Rush Truck Center, Tucson

DUNS #09-805-0235

755 E. 44th Street

Tucson, AZ 85713 (Pima County)

(520) 205-8500

(520) 205-8596 Fax

Rush Truck Center, Yuma

DUNS #01-807-6675

3382 East Gila Ridge Road

Yuma, AZ 85365 (Yuma County)

(928) 336-9700

(928) 336-9799 Fax

CALIFORNIA

RTC FEIN: 74-2786269

Rush Truck Center, Fontana

DUNS #87-744-6484

14490 Slover Avenue

Fontana, CA 92337 (San Bernardino County)

(909) 574-1600

(909) 823-3504 Fax

Rush Truck Center, Fontana Collision Center

DUNS #02-073-1291

10122 Elm Avenue

Fontana, CA 92335 (San Bernardino County)

(909) 350-3848

(909) 350-3858 Fax

Rush Truck Center, Fontana Medium Duty

DUNS #17-008-0829

15463 Valley Boulevard

Fontana, CA 92335 (San Bernardino County)

(909) 829-2200

(909) 829-2292 Fax

Rush Truck Center, Fontana Used Trucks

DUNS #07-851-5333

14315 Valley Boulevard

Fontana, CA 92335 (San Bernardino County)

(909) 770-5010

(909) 770-5019 Fax

Rush Truck Center, Fontana Vocational Service

DUNS #08-009-5660

14387 Slover Avenue

Fontana, CA 92337 (San Bernardino County)

(909) 302-5600

(909) 302-5686 Fax

Rush Truck Center, Pico Rivera

DUNS #10-701-8892

8830 East Slauson Avenue

Pico Rivera, CA 90660 (Los Angeles County)

(562) 566-1800

(562) 566-1894 Fax

Rush Truck Center, San Diego

DUNS #11-555-7261

8464 Miramar Road

San Diego, CA 92126 (San Diego County)

(858) 586-2300

(858) 586-2398 Fax

Rush Truck Center, Sylmar

DUNS #83-612-3245

12985 West Foothill Boulevard

Sylmar, CA 91342 (Los Angeles County)

(818) 493-5900

(818) 593-5999 Fax

Rush Truck Center, Whittier

DUNS #00-521-2523

2450 Kella Avenue

Whittier, CA 90601 (Los Angeles County)

(562) 551-5000

(562) 551-5097 Fax

COLORADO

RTC FEIN: 74-2802813

Rush Truck Center, Denver

DUNS #04-331-0999

6955 E. 50th Avenue

Commerce City, CO 80216 (Adams County)

(303) 291-6300

(303) 292-5377 Fax

Rush Truck Center, Denver Medium Duty

DUNS #78-733-2787

6800 E. 50th Avenue

Commerce City, CO 80216 (Adams County)

(702) 508-7700

(702) 508-7799 Fax

Rush Truck Center, Greeley

DUNS #13-752-7987

26956 WCR 47

Greeley, CO 80631 (Weld County)

(970) 534-3900

(970) 534-3999 Fax

Rush Truck Center, Pueblo

DUNS #03-285-6242

2575 North Interstate 25

Pueblo, CO 81008 (Pueblo County)

(719) 404-5500

(719) 543-4411 Fax

FLORIDA

RTC FEIN: 06-1672108

Rush Truck Center, Haines City

DUNS #17-057-5018

915 Roberts Road

P.O. Box 65

Lake Hamilton, FL 33851 (Polk County)

(863) 547-2000

(863) 547-2099 Fax

Rush Truck Center, Jacksonville

DUNS #62-404-7853

5175 W. Beaver Street

Jacksonville, FL 32254 (Duval County)

(904) 265-2300

(904) 265-2378 Fax

Rush Truck Center, Lake City

DUNS #07-976-7719

510 SW Arrowhead Terrace

Lake City, FL 32024 (Columbia County)

(386) 438-2300

(386) 438-2399 Fax

Rush Truck Center, Orlando

DUNS #12-834-4574

1925 W. Princeton Street

Orlando, FL 32804 (Orange County)

(321) 221-2300

(321) 221-2408 Fax

Rush Truck Center, Orlando Light & Medium Duty

DUNS #96-803-7924

2350 Diversified Way

Orlando, FL 32804 (Orange County)

(407) 581-8000

(407) 581-8097 Fax

Rush Truck Center, Orlando South

DUNS #00-575-6503

9401 Bachman Road

Orlando, FL 32824 (Orange County)

(407) 403-5300

(407) 403-5349 Fax

Rush Truck Center, Orlando Used Trucks

DUNS #07-984-1100

2424 John Young Parkway

Orlando, FL 32804 (Orange County)

(407) 292-3515

(407) 292-3509 Fax

Rush Truck Center, Tampa

DUNS #01-513-5253

8111 East Adamo Drive

Tampa, FL 33619 (Hillsborough County)

(813) 559-2300

(813) 559-2399 Fax

GEORGIA

RTC FEIN: 20-5202215

Rush Truck Center, Albany

DUNS #07-864-5839

1312 Blaylock Street

Albany, GA 31705 (Dougherty County)

(229) 638-6500

(229) 638-6549 Fax

Rush Truck Center, Atlanta Collision Center

DUNS #01-095-8546

1644 Market Drive

Atlanta, GA 30316 (DeKalb County)

(404) 212-5900

(404) 212-5903 Fax

Rush Truck Center, Atlanta

DUNS #62-177-3282

2560 Moreland Avenue

Atlanta, GA 30315 (DeKalb County)

(678) 420-7500

(678) 420-7694 Fax

Rush Truck Center, Augusta

DUNS #12-557-2664

2925 Gun Club Road

Augusta, GA 30907 (Richmond County)

(706) 842-2350

(706) 842-2399 Fax

Rush Truck Center, Blackshear

DUNS #83-294-5393

2792 Highway 84 West

Blackshear, GA 31516 (Pierce County)

(912) 452-6100

(912) 452-6149 Fax

Rush Truck Center, Columbus North

DUNS #07-867-9708

7131 Jamesson Court

Columbus, GA 31820 (Muscogee County)

(706) 561-5988

(706) 561-5989 Fax

Rush Truck Center, Columbus South

DUNS #07-013-3401

1600 Box Road

Columbus, GA 31907 (Muscogee County)

(706) 780-7200

(706) 780-7249 Fax

Rush Truck Center, Doraville

DUNS #96-795-8526

2500 Button Gwinnett Drive

Atlanta, GA 30340 (Gwinnett County)

(678) 578-1600

(678) 578-1696 Fax

Rush Truck Center, Gainesville

DUNS #07-976-7730

2045 Atlas Circle

Gainesville, GA 30501 (Hall County)

(470) 248-7050

(470) 248-7069 Fax

Rush Truck Center, Macon

DUNS #96-853-6263

1320 Guy Paine Road

Macon, GA 31206 (Bibb County)

(478) 845-5800

(478) 845-5849 Fax

Rush Truck Center, Smyrna

DUNS #83-326-4471

2120 Atlanta Road SE

Smyrna, GA 30080 (Cobb County)

(678) 718-3000

(678) 718-3097 Fax

GEORGIA (cont.)

Rush Truck Center, Tifton
DUNS #95-715-6057
16 Union Industrial Way
Tifton, GA 31793 (Tift County)
(229) 472-5200
(229) 472-5249 Fax

Rush Truck Center, Valdosta
DUNS #01-514-0581
3640 Whitewater Road
Valdosta, GA 31601 (Richmond County)
(229) 474-6100
(229) 474-6149 Fax

IDAHO

RTC FEIN: 27-2220954

Rush Int'l Truck Center, Boise

DUNS #08-899-7788

770 Amity Road

Boise, ID 83705 (Ada County)

(208) 401-2200

(208) 345-4618 Fax

Rush Int'l Truck Center, Idaho Falls

DUNS #07-851-1878

4060 West Andco Drive

Idaho Falls, ID 83402 (Bonneville County)

(208) 656-6900

(208) 656-6949 Fax

Rush Int'l Truck Center, Lewiston

DUNS #02-532-1306

529 22nd Street North

Lewiston, ID 83501 (Nez Perce County)

Rush Int'l Truck Center, Twin Falls

DUNS #00-993-4693

249 4th Avenue West

Twin Falls, ID 83301 (Twin Falls County)

(208) 732-7800

(208) 733-9421 Fax

ILLINOIS

RTC FEIN: 46-3230887

Rush Truck Center, Bloomington

DUNS #87-434-3648

2116 North Main Street
Normal, IL 61761 (McLean County)
(309) 205-7100
(309) 454-1934 Fax

Rush Truck Center, Carol Stream

DUNS #07-926-0604

575 St. Paul Boulevard
Carol Stream, IL 60188 (DuPage County)
(630) 614-7435
(630) 614-7445 Fax

Rush Truck Center, Champaign

DUNS #15-212-5233

309 W. Hensley Road
Champaign, IL 61822 (Champaign County)
(217) 298-5000
(217) 352-0490 Fax

Rush Truck Center, Chicago

DUNS #07-926-0614

4655 South Central Avenue
Chicago, IL 60638 (Cook County)
(708) 295-5800
(708) 796-7530 Fax

Rush Truck Center, Effingham

DUNS #07-976-9243

1701 West Fayette Road
Effingham, IL 62401 (Effingham County)
(217) 540-8000
(217) 540-8199 Fax

Rush Truck Center, Huntley

DUNS #07-926-0616

11816 S. Illinois Route 47
Huntley, IL 60142 (McHenry County)
(847) 802-5800
(847) 802-5897 Fax

Rush Truck Center, Joliet

DUNS #07-926-0620

103 South Larkin Avenue
Joliet, IL 60436 (Will County)
(815) 553-8300
(815) 553-8399 Fax

Rush Truck Center, Quincy

DUNS #10-124-8552

601 North 4th Street
Quincy, IL 62301 (Adams County)
(217) 641-4400
(217) 222-0973 Fax

Rush Truck Center, Springfield East

DUNS #07-928-5906

3441 Gatlin Drive
Springfield, IL 62707 (Sangamon County)
(217) 718-2200
(217) 718-2298 Fax

Rush Truck Center, Springfield West

DUNS #07-918-7796

401 South Dirksen Parkway
Springfield, IL 62703 (Sangamon County)
(217) 718-2300
(217) 718-2348 Fax

INDIANA

RTC FEIN: 46-3704282

Rush Truck Center, Gary
DUNS #07-926-0636
1440 Texas Street
Gary, IN 46402 (Lake County)
(219) 240-2300
(219) 240-2399 Fax

Rush Truck Center, Indianapolis
DUNS #07-926-0638
1325 West Thompson Road
Indianapolis, IN 46217 (Marion County)
(317) 677-9200
(317) 787-7978 Fax

KANSAS

RTC FEIN: 46-2839183

Rush Truck Center, Kansas City
DUNS #07-921-7058
11525 S. Rogers Road
Olathe, KS 66062 (Johnson County)
(913) 815-2400
(913) 696-1800 Fax

KENTUCKY

RTC FEIN: 47-4987209

Rush Truck Center, Bowling Green
DUNS #08-009-5688
251 New Porter Pike Road
Bowling Green, KY 42103 (Warren County)
(270) 936-7000
(270) 936-7099 Fax

MISSOURI

RTC FEIN: 46-2846715

Rush Truck Center, St. Louis
DUNS #07-921-7061
3701 Chouteau Avenue
St. Louis, MO 63110
(314) 449-7200
(314) 449-7298 Fax

Rush Truck Center, St. Peters
DUNS #07-921-7073
3101 Industrial Park Place West
St. Peters, MO 63376 (St. Charles County)
(636) 385-7100
(636) 272-6783 Fax

NEVADA

RTC FEIN: 47-4680797

Rush Truck Center, Las Vegas
DUNS #08-001-8063
4120 Donovan Way
North Las Vegas, NV 89030 (Clark County)
(702) 970-5000
(702) 970-5089 Fax

NEW MEXICO

RTC FEIN: 74-2927284

Rush Truck Center, Albuquerque

DUNS #08-440-2952

6521 Hanover Road NW

Albuquerque, NM 87121 (Bernalillo County)

(505) 839-3600

(505) 839-3697 Fax

Rush Truck Center, Las Cruces

DUNS #19-951-5722

2802 West Amador Avenue

Las Cruces, NM 88005 (Dona Ana County)

(575) 528-5400

(575) 528-5429 Fax

NORTH CAROLINA

RTC FEIN: 26-1919040

Rush Truck Center, Asheville

DUNS #00-231-0618

370 Liberty Road

Candler, NC 28715 (Buncombe County)

(828) 365-3600

(828) 665-1306 Fax

Rush Int'l Truck Center, Charlotte

DUNS #01-678-1029

3510 Jeff Adams Drive

Charlotte, NC 28206 (Mecklenburg County)

(704) 596-3500

(704) 598-9437 Fax

Rush Truck Center, Charlotte Collision Center

DUNS #02-073-9130

1333 Ameron Drive

Charlotte, NC 28206 (Mecklenburg County)

(704) 597-9990

(704) 444-8095 Fax

Rush Truck Center, Hickory

DUNS #05-879-3667

2340 US Highway 70 SW

Hickory, NC 28602 (Catawba County)

(828) 449-2700

(828) 449-2747 Fax

OHIO

RTC FEIN: 46-1123337

(614) 541-4680

(614) 541-4687 Fax

Rush Truck Center, Akron

DUNS #07-872-9193

2697 Gilchrist Road

Akron, OH 44305 (Summit County)

(234) 231-7600

(234) 231-7699 Fax

Rush Truck Center, Dayton

DUNS #07-872-9315

7655 Poe Avenue

Dayton, OH 45414 (Montgomery County)

(937) 280-2300

(937) 280-2399 Fax

Rush Truck Center, Cincinnati

DUNS #07-872-3861

11775 Highway Drive

Cincinnati, OH 45241 (Hamilton County)

(513) 372-8800

(513) 372-8899 Fax

Rush Truck Center, Lima

DUNS #07-872-9333

2655 St. Johns Road

Lima, OH 45804 (Allen County)

(567) 418-7200

(567) 418-7249 Fax

Rush Truck Center, Cleveland

DUNS #07-872-9237

12970 Snow Road

Parma, OH 44130 (Cuyahoga County)

(440) 482-4000

(440) 482-4199 Fax

Rush Truck Center, Springfield, OH

DUNS #07-360-6017

5245 Prosperity Drive

Springfield, OH 45502 (Clark County)

(937) 688-2100

(937) 688-2119 Fax

Rush Truck Center, Columbus

DUNS #08-009-5724

3950 Parkwest Drive

Columbus, OH 43228 (Franklin County)

(614) 541-4500

(614) 541-4675 Fax

Rush Truck Center, Columbus West

DUNS #07-872-9299

4200 Currency Drive

Columbus, OH 43228 (Franklin County)

OKLAHOMA

RTC FEIN: 74-2786271

Rush Truck Center, Ardmore

DUNS #84-550-4237

2100 Cooper Drive

Ardmore, OK 73401 (Carter County)

(580) 224-3900

(580) 224-3989 Fax

Rush Truck Center, Oklahoma City

DUNS #00-944-4090

8700 West I-40

Oklahoma City, OK 73128 (Oklahoma
County)

(405) 782-3500

(405) 782-3689 Fax

Rush Truck Center, Tulsa

DUNS #09-349-5430

6015 S. 49th West Avenue

Tulsa, OK 74107 (Tulsa County)

(918) 447-2800

(918) 447-3749 Fax

TENNESSEE

RTC FEIN: 02-0732653

Rush Truck Center, Nashville

DUNS #19-951-7165

900 Expo Drive

Smyrna, TN 37167 (Rutherford County)

(615) 220-7600

(615) 220-7625 Fax

TEXAS

Rush Truck Centers – CORPORATE

FEIN: 74-2786264

555 IH-35 South, Suite 500
New Braunfels, TX 78130 (Comal County)
(830) 626-5200

Rush Truck Center, Abilene

DUNS #61-038-4166

326 North Access Road I-20
Tye, TX 79563 (Taylor County)
(325) 795-4600
(325) 692-0094 Fax

Rush Truck Center, Amarillo

DUNS #09-126-3749

8000 I-40 East, Exit 74
Amarillo, TX 79118 (Potter County)
(806) 731-6600
(806) 731-6699 Fax

Rush Truck Center, Austin

DUNS #04-639-9577

16870 S. IH 35
Buda, TX 78610 (Hayes County)
(512) 523-3200
(512) 523-3137 Fax

Rush Truck Center, Brownsville

DUNS #07-976-9207

5994 E. Padre Island Highway
Brownsville, TX 78521 (Cameron County)
(956) 435-7500
(956) 435-7549 Fax

Rush Truck Center, Corpus Christi

DUNS #07-921-7052

3001 IH 69 Access Road
Robstown, TX 78380 (Nueces County)
(361) 726-4800
(361) 726-4860 Fax

Rush Truck Center, Cotulla

DUNS #07-921-7052

137 Deer Run
Cotulla, TX 78014 (La Salle County)
(956) 764-1470
(830) 879-4516 FAX

Rush Truck Center, Dalhart

DUNS #04-204-3672

1117 Highway 87 South
Dalhart, TX 79022 (Dallam County)
(806) 884-2100
(806) 884-2119 Fax

Rush Truck Center, Dallas

DUNS #80-473-0448

515 North Loop 12
Irving, TX 75061 (Dallas County)
(469) 706-5200
(469) 706-5494 Fax

Rush Truck Center, Dallas Light & Medium Duty

DUNS #07-851-7509

4000 Irving Boulevard
Dallas, TX 75247 (Dallas County)
(214) 678-5900
(214) 678-5999 Fax

Rush Truck Center, Dallas Medium Duty

DUNS #17-365-2707

4200 Irving Boulevard
Dallas, TX 75247 (Dallas County)
(214) 624-9100
(214) 624-9199 Fax

TEXAS (Cont.)

Rush Truck Center, El Paso

DUNS #08-441-2605
12253 Gateway West
El Paso, TX 79936 (El Paso County)
(915) 775-6300
(915) 772-4117 Fax

Rush Truck Center, Fort Worth

DUNS #61-051-6858
1480 NE Loop 820
Fort Worth, TX 76106 (Tarrant County)
(817) 740-4900
(817) 740-4999 Fax

Rush Truck Center, Houston

DUNS #14-396-0321
10200 North Loop East
Houston, TX 77029 (Harris County)
(832) 690-5000
(832) 690-5239 Fax

Rush Truck Center, Houston Medium Duty

DUNS #08-009-5711
10100 North Loop East
Houston, TX 77029 (Harris County)
(832) 547-2100
(832) 547-2199 Fax

Rush Truck Center, Laredo

DUNS #92-631-6712
10216 Union Pacific Boulevard
Laredo, TX 78045 (Webb County)
(956) 764-1900
(956) 717-1709 Fax

Rush Truck Center, Lubbock

DUNS #07-834-9004
4515 Avenue A
Lubbock, TX 79404 (Lubbock County)
(806) 686-3600
(806) 747-4171 Fax

Rush Truck Center, Lufkin

DUNS# 83-225-3462
3901 N. Medford Drive
Lufkin, TX 75901 (Angelina County)
(936) 630-2500
(936) 630-2599 Fax

Rush Truck Center, Odessa

DUNS #79-447-1078
7450 E. IH 20 Frontage Road
Odessa, TX 79766 (Ector County)
(432) 214-8600
(432) 214-8686 Fax

Rush Truck Center, Pharr

DUNS #17-945-6546
4700 N. Cage Boulevard
Pharr, TX 78577 (Hidalgo County)
(956) 784-7900
(956) 782-8822 Fax

Rush Truck Center, San Antonio

DUNS #07-257-2758
8922 IH-10 East
Converse, TX 78109-5174 (Bexar County)
(210) 901-7100
(210) 901-7275 Fax

TEXAS (Cont.)

Rush Truck Center, Sealy
DUNS #13-369-2173
4606 NE I-10 Frontage Road
Sealy, TX 77474 (Austin County)
(979) 256-4930
(979) 877-0229 Fax

Rush Truck Center, Texarkana
DUNS #60-779-9900
1931 N. Kings Highway
Nash, TX 75569 (Bowie County)
(903) 336-6800
(903) 838-8754 Fax

Rush Truck Center, Tyler
DUNS #94-567-1329
11042 Highway 69N
Tyler, TX 75706 (Smith County)
(903) 525-0500
(903) 525-0505 Fax

Rush Truck Center, Waco
DUNS #79-548-3069
3200 IH-35 South
Waco, TX 76706 (McLennan County)
(254) 662-7900
(254) 662-7999 Fax

VIRGINIA

RTC FEIN: 46-3282023

Rush Truck Center, Chester

DUNS #07-916-9964

1521 West Hundred Road

Chester, VA 23836 (Chesterfield County)

(804) 414-3200

(804) 414-0219 Fax

Rush Truck Center, Fredericksburg

DUNS #07-916-9956

3400 Lee Hill Drive

Fredericksburg, VA 22408 (Spotsylvania
County)

(540) 735-3600

(540) 735-3649 Fax

Rush Truck Center, Richmond

DUNS #07-916-9952

11525 North Lakeridge Parkway

Ashland, VA 23005 (Hanover County)

(804) 309-4500

(804) 309-4595 Fax



MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A Rush Truck Centers of Texas, LP is a Dealer

Designated Dealer Name _____

Designated Dealer Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax Number _____

Email address _____ Designated Dealer Tax ID Number* (*attach W-9) _____

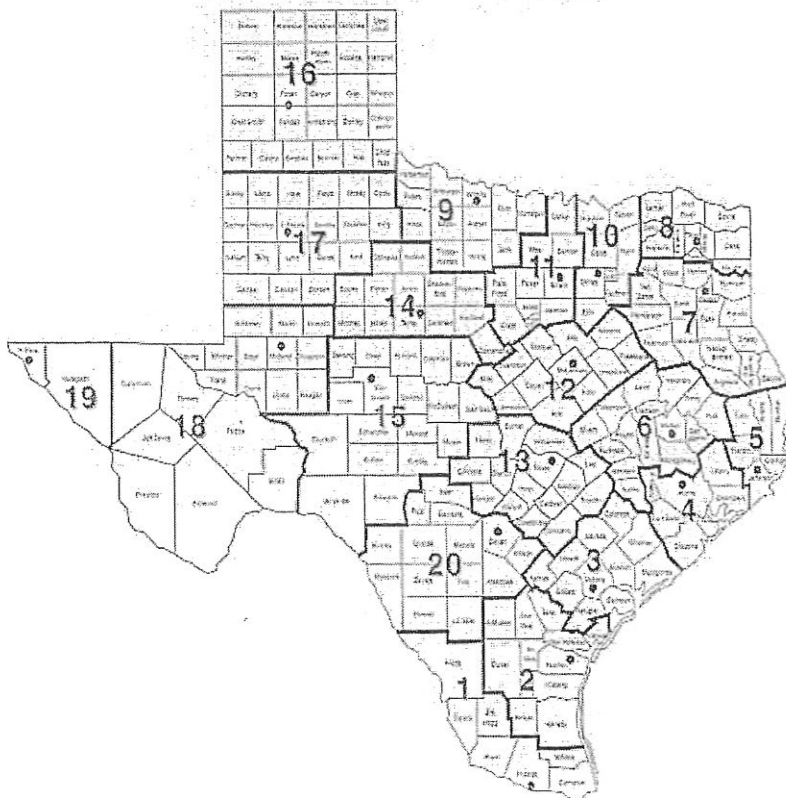
Designated Dealer Contact Person _____

Your Company Name _____ Signature of Authorized Company Official _____

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. *If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.* Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

- I will not service members of the Texas Cooperative.

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Steve Taylor

Printed Name



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

Exclude NAVISTAR IN TEXAS



STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (✓) all that apply:

I will service all states in the United States.

I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Steve Taylor

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

Rush Truck Centers will provide Isuzu, Ford, Hino, Peterbilt in ALL states

Rush Truck Centers will provide International in all states except Texas



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Rush Truck Centers of Texas, LP

Name of Vendor

Signature of Authorized Company Official

601-19

Proposal Invitation Number

Steve Taylor

Printed Name of Authorized Company Official

8/29/2019

Date



FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 100,000,000.00. (The period of the 12 month period is January 1, 2018 / December 31, 2018). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	
2. T-PASS (State of Texas)	N	N	
3. U.S. Communities Purchasing Alliance	N	N	
4. National IPA/TCPN	N	N	
5. Houston-Galveston Area Council (HGAC)	Y	Y	HD/MD Truck/Part Sales
6. National Joint Powers Alliance (NJPA)	Y	Y	HD/MD Truck/Part Sales
7. E&I Cooperative	N	N	
8. The Interlocal Purchasing System (TIPS)	N	N	
9. Other	Y	Y	HD/MD Truck/Part Sales

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 10 Proposed Discount (%): 10

Explanation: Standard discount is 10% but we have the most aggressive pricing strategy with all the OEM's that we offer under the Buyboard contract - all over 30% for truck pricing



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Steve Taylor

Printed Name



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Email Address</u>	<u>Discount</u>	<u>Quantity/ Volume</u>
1. City of San Antonio	LD Mcgarity	210-207-2078	ld.mcgarity@sanantonio.gov	8%	\$1.8 million
2. City of Austin	Richard McHale	512-974-4301	richard.mchale@austintexas.gov	8%	\$1.5 million
3. City of Dallas	Tim Oliver	214-671-8222	timothy.oliver@dallascityhall.com	8%	\$2.8 million
4. City of El Paso	Jose Carrillo	915-212-8019	carrillojx@elpasotexas.gov	8%	\$1.1 million
5. City of Las Cruces	Allen Navarro	575-541-2596	navarroa@las-cruces.org	8%	\$1.5 million

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES NO If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Steve Taylor

Printed Name



MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Rush Truck Center is more than a dealer network, we will be your members premier transportation solutions provider. We have a very diverse marketing team and will implement a very aggressive marketing strategy utilizing strategic intent. This will consist of interactive advertising, email campaigns, conferences, as well as face to face visits by all or our stores to your members coast to coast. With over 120 locations, no one can match our networks reach and scale. We will offer your members an integrated, one-stop approach to the service and sales of all of our products. Since 1965 we have earned our reputation for excellence, fairness, positive attitude and solutions that exceed our customers expectations. That's why we can say with confidence; when it comes to transportation solutions - no other vendor can offer your members more value!!

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Steve Taylor

Printed Name



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Steve Taylor

Printed Name

8/29/2019

Date



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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Rush Truck Centers of Texas, LP

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business:

- Individual/Sole Proprietor _____
- Corporation _____
- Limited Liability Company _____
- Partnership _____
- Other _____ If other, identify Limited Partnership _____

State of Incorporation (if applicable): RTC Texas is a Texas Limited Partnership

Federal Employer Identification Number: 74-2786264
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Rush Truck Centers of Texas, LP	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 34630	Requester's name and address (optional)
6 City, state, and ZIP code San Antonio, TX 78265-4630	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																					
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 11/21/18
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.



12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	ST
2. Termination for Cause or Convenience	Yes	ST
3. Equal Employment Opportunity	Yes	ST
4. Davis-Bacon Act	Yes	ST
5. Contract Work Hours and Safety Standards Act	Yes	ST
6. Right to Inventions Made Under a Contract or Agreement	Yes	ST
7. Clean Air Act and Federal Water Pollution Control Act	Yes	ST
8. Debarment and Suspension	Yes	ST
9. Byrd Anti-Lobbying Amendment	Yes	ST
10. Procurement of Recovered Materials	Yes	ST
11. Profit as a Separate Element of Price	Yes	ST
12. General Compliance and Cooperation with Cooperative Members	Yes	ST

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Steve Taylor

Printed Name



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Rush Truck Center of Texas, LP - 20 years; Rush Enterprises, Inc (parent company)

54 years.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Drew Neubauer and Colton Kruse will be managing the contract and have over 20 years of experience between us with contract management. We have a full marketing, accounting and over 100 locations with professional sales staff. Your members and Buyboard staff will have complete access to both of us and our team.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

See Attached



4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

NO

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

See Attached

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

See Attached

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Rush Truck Centers of Texas, LP

Proposal Invitation Questionnaire – Selected Responses

Question 3

Rush Truck Centers of Texas, L.P. is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc.

Rush Enterprises, formed in 1965, is a public company traded on NASDAQ under the symbols RUSHA and RUSHB. Rush Enterprises owns and operates the largest network of heavy- and medium-duty truck dealerships in the United States. Rush Enterprises operates its dealer network through state-based legal entities. A separate legal entity has been established for each state in which Rush operates, each of which is a wholly-owned subsidiary of Rush Enterprises. Rush sells and services leading truck and bus manufacturers through its dealer network including Blue Bird, International, IC Bus, Peterbilt, Ford, Hino and Isuzu at over 100 locations in 22 states.

Rush Enterprises enjoys a reputation of providing quality commercial vehicles and professional automotive service through professionally staffed and managed operations. The professionals at Rush dealerships are trained by manufacturers and expert automotive consultants in all aspects of financing motor vehicle sales and providing valuable risk management services.

As of March 31, 2019, Rush Enterprises had cash and cash equivalents on its balance sheet of over \$126 million dollars, and, as of August 9, 2019, Rush Enterprises' market cap was over \$1 billion dollars. Additional financial information for Rush Enterprises can be found here: <http://investor.rushenterprises.com/results.cfm>.

Rush has standard liability and property insurance coverage with an umbrella policy providing Rush commercial liability coverage in excess of \$10 million dollars. Rush is bonded, with a bonding capacity in excess of \$30 million. Rush has never been a party to a bankruptcy, receivership or insolvency proceeding.

Question 4

No

Questions 5 and 6

Over the past 10 years Rush Enterprises, Inc., and its subsidiaries, including Rush Truck Centers of Texas, LP, have sold billions of dollars of commercial vehicles, commercial vehicle parts and commercial vehicle services to thousands of customers and has employed thousands workers. As would be expected with a business of this size, over this period of time, Rush has been involved in civil litigation and other business disputes arising in the ordinary course of its business. However, none of these matters had, or is expected to have, a material effect on Rush's financial condition or ongoing operations.



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Completed: Proposer's Agreement and Signature
- Completed: Vendor Contact Information
- Completed: Felony Conviction Disclosure and Debarment Certification
- Completed: Resident/Nonresident Certification
- Completed: No Israel Boycott Certification
- Completed: No Excluded Nation or Foreign Terrorist Organization Certification
- Completed: Historically Underutilized Business (HUB) Certification)
- Completed: Construction Related Goods and Services Affirmation
- Completed: Deviation/Compliance
- Completed: Location/Authorized Seller Listings
- Completed: Manufacturer Dealer Designation
- Completed: Texas Regional Service Designation
- Completed: State Service Designation
- Completed: National Purchasing Cooperative Vendor Award Agreement
- Completed: Federal and State/Purchasing Cooperative Experience
- Completed: Governmental References
- Completed: Marketing Strategy
- Completed: Confidential/Proprietary Information
- Completed: Vendor Business Name with IRS Form W-9
- Completed: EDGAR Vendor Certification
- Completed: Proposal Invitation Questionnaire
- Completed: Required Forms Checklist
- Completed: Proposal Specification Form with Catalogs/Pricelist, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Vehicle Options List
**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Ford Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
110	Ford Fusion S (P0G)	Mid Size Sedan	Ford Fusion S Sedan (P0G) - Fusion S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
111	Ford Fiesta S (P4A)	Compact Sedan	Ford Fiesta S Sedan (P4A) - Fiesta S trim package; 1.6L I4 engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
112	Ford Mustang (P8A)	Coupe	Ford Mustang V6 (P8A) - Two door, 3.7L V6 engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)*

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
113	Ford Police Responder FWD (P0A)	Law Enforcement Sedan FWD	Ford Police Responder Sedan (P0A) - FWD, Four door, 2.0L HEV engine complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
114	Ford Police Interceptor Sport Utility AWD (K8A)	Law Enforcement Sport Utility AWD	Ford Police Interceptor Sport Utility (K8A) - AWD, 3.3L HEV engine complete with all manufacturer's standard equipment.	\$ <u>29,400</u>	Ford Police Interceptor	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
115	Ford Expedition Special Services Package (U1F-102A)	Law Enforcement Sport Utility, Full Size	Ford Expedition SSV Utility (U1F-102A) - 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
116	Ford Explorer (K7B)	Sport Utility	Ford Explorer Base Sport Utility (K7B) - Explorer base package; 2.3L EcoBoost I4 engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
117	Ford Expedition XL (U1F-100A)	Sport Utility	Ford Expedition XL Sport Utility (U1F-100A) - Expedition XL Trim Package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.1)

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
118	Ford Expedition XL Extended Length (K1F-100A)	Sport Utility, Extended Length	Ford Expedition EL Sport Utility (K1F-100A) - Expedition XL Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
119	Ford Expedition Special Services Package Extended Length (K1F-102A)	Law Enforcement Sport Utility, Extended Length	Ford Expedition SSV Extended Length Utility (K1F-102A) - Expedition SSV Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
120	Ford Escape S (U0F)	Sport Utility	Ford Escape Sport Utility (U0F) - Escape S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
121	Ford Edge SE (K3G)	Crossover Sport Utility	Ford Edge Crossover Sport Utility (K3G) - Edge SE Trim Package, four door, 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
122	Ford Flex (K5B)	Crossover Sport Utility	Ford Flex Crossover (K5B) - Four door, 3.5L V6, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.1)

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
123	Ford F150, Regular Cab (F1C)	Full Size Pickup	Ford F-150 Pickup, Regular Cab (F1C) - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment.	\$ 17,150	Ford F150 F1C	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
124	Ford F150, Regular Cab, CNG/LPG	Full Size Pickup	Ford F-150 Pickup, Regular Cab CNG/LPG - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment.	\$ 18,900	Ford F150 F1C	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
125	Ford F250, Regular Cab (F2A)	Full Size Pickup	Ford F-250 Pickup, Regular Cab (F2A) - F-250, 3/4 ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ 20,150	Ford F250 F2A	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
126	Ford F350 SRW, Regular Cab (F3A)	Full Size Pickup	Ford F-350 Pickup, Regular Cab (F3A) - F-350, 1 ton, Regular Cab, 4x2 SRW, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ 21,675	Ford F350 F3A	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
127	Ford Ranger Pick Up Truck, 4X2 (R1A)	Pickup Truck Super Cab	Ford Ranger Pickup, Super Cab (R1A) - XL Package, 2.3L EcoBoost I4 Engine, complete with all manufacturer's standard equipment.	\$ 18,700	Ford Ranger R1A	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)*

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
128	Ford F350 SRW, Chassis Cab (F3E)	Chassis Cab	Ford F-350 Chassis Cab (F3E) - F-350, Regular Cab Chassis, SRW, 6.2L V8 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ 21,150	Ford F350 F3E	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
129	Ford F450 DRW, Chassis Cab (F4G)	Chassis Cab	Ford F-450 Chassis Cab (F4G) - F-450, Regular Cab Chassis, DRW, 6.8L V10 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ 26,175	Ford F450 F4G	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
130	Ford F550 DRW, Chassis Cab (F5G)	Chassis Cab	Ford F-550 Chassis Cab (F5G) - F-550, Regular Cab Chassis, DRW, 6.8L V10, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ 25,299	Ford F550 F5G	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
131	Ford F650 Regular Cab Gas (F6A)	Chassis Cab	Ford F-650 Chassis Cab (F6A) - F-650, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ 39,150	Ford F650 F6A	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
132	Ford F750 Regular Cab Gas (F7A)	Chassis Cab	Ford F-750 Chassis Cab (F7A) - F-750, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>39,350</u>	Ford F750F7A	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
133	Ford F650 Regular Cab Diesel (F6D)	Chassis Cab	Ford F-650 Chassis Cab (F6D) - F-650, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>43,950</u>	Ford F650 F6D	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
134	Ford F750 Regular Cab Diesel (F7D)	Chassis Cab	Ford F-750 Chassis Cab (F7D) - F-750, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>44,100</u>	Ford F750 F7D	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
135	Ford Transit Connect Wagon (S9E)	Wagon	Ford Transit Connect Wagon (S9E) - Transit Connect Wagon, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>21,200</u>	Ford Transit Connect S9E	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.1)

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
136	Ford Transit Connect Van (S6E)	Cargo Van	Ford Transit Connect Cargo Van (S6E) - Transit Connect Van, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ 18,400	Ford Transit Connect S6E	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
137	Ford Transit 150, Passenger Van (E1C)	Cargo Van	Ford T-150 Transit Cargo Van (E1C) - T150 Medium Roof Van, 3.7L V6 engine, 8600lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 23,500	Ford Transit 150 E1C	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
138	Ford Transit 250, Passenger Van (R1C)	Cargo Van	Ford T-250 Transit Cargo Van (R1C) - T250 Medium Roof Van, 3.7L V6 engine, 9000lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 24,300	Ford Transit 250 R1C	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
139	Ford Transit 350, Passenger Van (W9C)	Cargo Van	Ford T-350 Transit Cargo Van (W9C) - T350 Medium Roof Van, 3.7L V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 25,300	Ford Transit 350 W9C	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.1)

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
140	Ford Transit 150, Passenger Van (K1C)	Passenger Van	T-150 Transit Passenger Van (K1C) - T150 Van, Seating for 8/10, 3.7L V6 engine, 8550lbs GVWR, complete with all manufacturer's standard equipment.	\$ 27,400	Ford Transit 150 K1C	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
141	Ford Transit 350, Passenger Van (X2C)	Passenger Van	Ford T-350 Transit Passenger Van (X2C) - T350 Van, Seating for 12/15, 3.7L V6 engine, 9000lbs-9250lbs GVWR, 148" Wheelbase, complete with all manufacturer's standard equipment.	\$ 27,700	Ford Transit 350 X2C	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
142	Ford Transit 250 Cutaway (R5P)	Cutaway	Ford T-250 Transit Cutaway Chassis (R5P) - T-250 Chassis, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	\$ 19,200	Ford Transit 250 R5P	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
143	Ford Transit 250 Chassis Cab (R5Z)	Chassis Cab	Ford T-250 Transit Cutaway Chassis Cab (R5Z) - T-250 Chassis Cab, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	\$ 19,600	Ford Transit 250 R5Z	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
144	Ford E-350 Cutaway (E3F)	Cutaway Chassis	Ford E-350 Cutaway Van Chassis (E3F) - 6.8L V10 engine, SRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>17,980</u>	Ford E350 E3F	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
145	Ford E-350 Stripped Chassis (E3K)	Stripped Chassis	Ford E-350 Stripped Chassis (E3K) - 6.8L V10 engine, DRW, 138" wheelbase, 11500lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>18,550</u>	Ford E350 E3K	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
146	Ford E-450 Cutaway (E4F)	Cutaway Chassis	Ford E-450 Cutaway Chassis Cab (E4F) - 6.8L V10, DRW, 158" wheelbase, 14,000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>20,950</u>	Ford E450 E4F	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
147	Ford E-450 Stripped Chassis (E4K)	Stripped Chassis	Ford E-450 Stripped Chassis (E4K) - 6.8L V10, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>20,175</u>	Ford E450 E4K	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.†)

Section II: Ford Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.						
Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
148	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all Original Equipment Manufacturer (OEM) Options. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	0 _____ %	Ford	
149	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off Third Party (not OEM) and Unpublished Options, Equipment and Supplies. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	0 _____ %	Rush Truck Centers	
150	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Parts and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.	0 _____ %	Ford	
151	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off Floor Plan and/or Lot Insurance (dealer inventory vehicles and upfitting vehicles).	0 _____ %	Rush Truck Center	
152	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off Extended Service Maintenance Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.	0 _____ %	Ford	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

Section III: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service						
Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
153	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	Hourly Labor Rate for Vehicle Installation or Repair Service - State the <u>Not to Exceed</u> hourly labor rate for Installation or Repair Service.	\$ <u>125</u> /Hour	Rush Truck Centers	Not to include Mobile Techs or service calls
154	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	Hourly Labor Rate for Paint and Body Repair of Vehicles, Heavy Duty Trucks, and Police Motorcycles - State the <u>Not to Exceed</u> hourly labor rate for Installation or Repair Service.	\$ <u>125</u> /Hour	Rush Truck Centers	Not to include Mobile Techs or service calls
155	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles - State the <u>Not to Exceed</u> per mile delivery fee for Vehicles.	\$ <u>1.95</u> /Mile	Rush Truck Centers	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Hino Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
173	Hino 155	Hino Model 155	Hino 155, Cab Over, 14,500 lbs GVWR, Engine: Hino J05E, - 210 hp, Aisin 6 speed automatic transmission, front gross axle weight 5,510 lbs, rear gross axle weight 9,880 lbs, Complete with all manufacturer's standard equipment.	\$ 34,966	Hino 155	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
174	Hino 195	Hino Model 195	Hino 195, Cab Over, 19,500 lbs GVWR, Engine: Hino J05E, - 210 hp, Aisin 6 speed automatic transmission, front gross axle weight 6,830 lbs, rear gross axle weight 13,670 lbs, Complete with all manufacturer's standard equipment.	\$ 39,851	Hino 195	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
175	Hino 238	Hino Model 238 (ND8JSA)	Hino 238, Conventional Cab (ND8JSA), 23,000 lbs GVWR, BBC - 108" Engine: Hino J08E-VC 8.0L, 220 hp at 2,500 rpm, Complete with all manufacturer's standard equipment.	\$ 53,005	Hino 238	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
176	Hino 258	Hino Model 258 (ND8JLSA)	Hino 258, Conventional Cab (ND8JLSA), 25,500 lbs GVWR, BBC - 108", Engine: Hino J08E-TV 7.680L, 220 hp at 2,500 rpm, Complete with all manufacturer's standard equipment.	\$ <u>54,425</u>	Hino 258	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
177	Hino 268	Hino Model 268 (NE8JLSA)	Hino 268, Conventional Cab (NE8JLSA), 25,900 GVWR, BBC - 108", Engine: Hino J08E-TV 7.680 L, 220 hp at 2,500 rpm, Complete with all manufacturer's standard equipment.	\$ <u>54,555</u>	Hino 268	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
178	Hino 338	Hino Model 338 (NV8JLSA)	Hino 338, Conventional Cab (NV8JLSA), 33,000 GVWR, BBC - 108", Engine: Hino J08E-TV 7.680 L, 220 hp at 2,500 rpm, Complete with all manufacturer's standard equipment.	\$ <u>57,725</u>	Hino 338	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
179	Hino XL	Hino Model XL	Hino XL, Conventional Cab, 33,000 GVWR, BBC - 108", Engine: Hino A09, 360 hp at 2,500 rpm, Complete with all manufacturer's standard equipment.	\$ <u>64,484</u>	Hino XL	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)*

Section II: Hino Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. **A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.**

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist:	State Name of Catalog/Pricelist	Exceptions to Discount
180	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all Original Equipment Manufacturer (OEM) Options . Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	0 _____ %	Hino	
181	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off Third Party (not OEM) and Unpublished Options, Equipment, and Supplies . Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	0 _____ %	Rush Truck Centers	
182	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Parts and Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	0 _____ %	Hino	
183	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off Floor Plan and/or Lot Insurance (dealer inventory vehicles and upfitting vehicles).	0 _____ %	Rush Truck Center	
184	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off Extended Service Maintenance Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	0 _____ %	Hino	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.†)

Section III: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service						
Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
185	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	Hourly Labor Rate for Vehicle Installation or Repair Service - State the <u>Not to Exceed</u> hourly labor rate for Installation or Repair Service.	\$ <u>125</u> /Hour	Rush Truck Center	Not to include Mobile Service Tech
186	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	Hourly Labor Rate for Paint and Body Repair - State the <u>Not to Exceed</u> hourly labor rate for Paint and Body Repair.	\$ <u>125</u> /Hour	Rush Truck Center	Not to include Mobile Service Tech
187	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles - State the <u>Not to Exceed</u> per mile delivery fee for Vehicles.	\$ <u>1.95</u> /Mile	Rush Truck Center	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: International Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
207	International	International HV507 4x4	International HV507 4x4 - Class 6-7, Cummins B6.7 200 hp, 10,000 front axle, 17,500 rear axle, air brakes, 6 speed transmission complete with all standard manufacturer's equipment.	\$ <u>75,664</u>	International HV507	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
208	International	International HV607 6x4	International HV607 6x4 - Class 8, Cummins L9 260 hp, 10,000# front axle, 40,000# rear axle, 10 speed transmission, air brakes, complete with all standard manufacturer's equipment.	\$ <u>66,356</u>	International HV607	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
209	International	International MV607 4x2	International MV607 4x2 - Class 6-7, Cummins B6.7 200 hp, 8000# front axle, hydraulic brakes, 17,500# rear axle, 6 speed transmission, complete with all standard manufacturer's equipment.	\$ <u>51,133</u>	International MV607	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
210	International	International HX515 6x4	International HX515 6x4 - Class 8, International A26 370 hp, 12,000# front axle, 40,000# rear axle, 10 speed, air brakes, complete with all standard manufacturer's equipment.	\$ <u>87,775</u>	International HX515	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
211	International	International HV607 4x2	International HV607 4x2 - Class 6-7, Cummins B6.7 200 hp, 10,000# front axle, 17,500# rear axle, 6 speed transmission, air brakes, complete with all standard manufacturer's equipment	\$ <u>54,203</u>	International HV607	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
212	International	International HX620 6x4	International HX620 6x4 - Class 8, Cummins X15 450 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all standard manufacturer's equipment.	\$ <u>91,717</u>	International HX620	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
213	International	International LT625 6x4	International LT625 6x4 - Class 8, International A26 410 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all standard manufacturer's equipment.	\$ <u>83,000</u>	International LT625	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
214	International	International HV513 4x2	International HV513 4x2 - Class 8, International A26 365 hp, 12,000# front axle, 23,000# rear axle, air brakes, 10 speed transmission, complete with all manufacturer's equipment.	\$ <u>75,882</u>	International HV513	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
215	International	International RH613 4x2	International RH613 4x2 - Class 8, International A26 370 hp, 12,000# front axle, 23,000# rear axle, 10 speed, air brakes, complete with all standard manufacturer's equipment.	\$ <u>75,554</u>	International RH613	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
216	International	International CV515	International CV515 - Class 4-5, International 6.6 350 hp, Allison automatic, 6000# front axle, 10,000# rear axle, hydraulic brakes, complete with all standard manufacturer's equipment.	\$ <u>40,300</u>	International CV515	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)

Section II: International Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
217	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all Original Equipment Manufacturer (OEM) Options . Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	0 _____ %	Navistar	
218	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off Third Party (not OEM) and Unpublished Options, Equipment, and Supplies . Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	0 _____ %	Rush Truck Center	
219	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Parts and Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	0 _____ %	Navistar	
220	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off Floor Plan and/or Lot Insurance (dealer inventory vehicles and upfitting vehicles).	0 _____ %	Rush Truck Center	
221	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off Extended Service Maintenance Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	0 _____ %	Navistar	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Isuzu Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
225	Isuzu	Isuzu Cabover NPR	Isuzu Cabover - NPR 12000 GVW, gasoline engine, complete with all manufacturer's standard equipment.	\$ 28,650	Isuzu NPR DB1	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
226	Isuzu	Isuzu Cabover NPR	Isuzu Cabover - NPR 14500 GVW, gasoline engine, complete with all manufacturer's standard equipment.	\$ 30,499	Isuzu NPR FE1	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
227	Isuzu	Isuzu Cabover NQR	Isuzu Cabover - NQR 17950 GVW, complete with all manufacturer's standard equipment.	\$ 40,390	Isuzu NQR NR1	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
228	Isuzu	Isuzu Cabover NRR	Isuzu Cabover - NRR 19500 GVW, complete with all manufacturer's standard equipment.	\$ <u>41,730</u>	Isuzu NRR NU1	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Isuzu Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist¹	State Name of Catalog/Pricelist	Exceptions to Discount
229	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all Original Equipment Manufacturer (OEM) Options . Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	<u>0</u> %	ISUZU	
230	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off Third Party (not OEM) and Unpublished Options, Equipment and Supplies . Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	<u>0</u> %	Rush Truck Center	
231	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Parts and Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>0</u> %	ISUZU	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.†)

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist [†]	State Name of Catalog/Pricelist	Exceptions to Discount
232	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off Floor Plan and/or Lot Insurance (dealer inventory vehicles and upfitting vehicles).	0 %	Rush Truck Center	
233	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off Extended Service Maintenance Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.	0 %	Isuzu	

Section III: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
234	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	Hourly Labor Rate for Vehicle Installation or Repair Service - State the Not to Exceed hourly labor rate for Installation or Repair Service.	\$ 125 /Hour	Rush Truck Center	Not to include Mobile Service Tech
235	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	Hourly Labor Rate for Paint and Body Repair - State the Not to Exceed hourly labor rate for Paint and Body Repair.	\$ 125 /Hour	Rush Truck Center	Not to include Mobile Service Tech
236	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles - State the Not to Exceed per mile delivery fee for Vehicles.	\$ 1.95 /Mile	Rush Truck Center	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Peterbilt Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
326	Peterbilt	Peterbilt Model 220	Peterbilt Model 220 - Cab over engine, Paccar PX7 engine, 220 HP, Allison 2500 HS transmission, 26,00 GVWR, front gross axle weight 12,000 lbs, rear gross axle weight 17,000-21,000 lbs, complete with all manufacturer's standard equipment.	\$ 79,702	Peterbilt 220	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
327	Peterbilt	Peterbilt Model 520	Peterbilt Model 520 - Cab over engine, Paccar PX9 350 HP, 3000 RDS transmission, 57.6" BBC, 33,000 GVWR, front gross axle weight 1200-22000 lbs, rear gross axle weight 23000-46--- lbs, complete with all manufacturer's standard equipment.	\$ 96,440	Peterbilt 520	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
328	Peterbilt	Peterbilt Model 325	Peterbilt Model 325 - Conventional cab engine, PACCAR PX7, 200 HP, Eaton 6-speed transmission 108" BBC, front gross axle weight 8,000-12,000lbs, rear gross axle weight 21,000 lbs, 19,500 GVWR complete with all manufacturer's standard equipment.	\$ 63,157	Peterbilt 325	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.1)

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
329	Peterbilt	Peterbilt Model 330	Peterbilt Model 330 - Conventional cab, PACCAR PX7, 200 HP, Eaton 6-speed transmission, front gross axle weight 8,000-10,000lbs, rear gross axle weight 19,000-21,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment	\$ <u>63,157</u>	Peterbilt 330	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
330	Peterbilt	Peterbilt Model 337	Peterbilt Model 337 - Conventional cab, PACCAR PX7, 240HP, Eaton 6-speed transmission, front gross axle weight 10,000-12,000lbs, rear gross axle weight 21,000-23,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment.	\$ <u>63,075</u>	Peterbilt 337	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
331	Peterbilt	Peterbilt Model 348	Peterbilt Model 348 - Conventional cab, PACCAR PX9, 260 HP, Eaton 6-Speed transmission, front gross axle weight 10,000-20,000lbs, rear gross axle weight 21,000-46,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment.	\$ <u>67,772</u>	Peterbilt 348	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
332	Peterbilt	Peterbilt Model 365	Peterbilt Model 365 - Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment.	\$ <u>90,219</u>	Peterbilt 365	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
333	Peterbilt	Peterbilt Model 367	Peterbilt Model 367 - Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.	\$ <u>91,089</u>	Peterbilt 367	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
334	Peterbilt	Peterbilt Model 389	Peterbilt Model 389 - Conventional cab, Paccar MX-13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000 lbs, rear gross axle weight 38,000 lbs, 50,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.	\$ <u>89,348</u>	Peterbilt 389	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
335	Peterbilt	Peterbilt Model 567	Peterbilt Model 567 - Conventional Aro cab vocational unit, Paccar MX13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000-22,000 lbs, rear gross axle weight 21,000-70,000 lbs, 33,000 and up GVWR, 115" BBC, complete with all manufacturer's standard equipment.	\$ <u>87,216</u>	Peterbilt 567	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
336	Peterbilt	Peterbilt Model 579	Peterbilt Model 579 - Aero cab, Paccar MX-13 engine, 455 HP, Paccar 12-Speed Auto transmission, front gross axle weight 12,000-20,000 lbs, rear gross axle weight 38,000-46,000 lbs, 50,000 GVWR, 117" BBC, complete with all manufacturer's standard equipment.	\$ <u>89,262</u>	Peterbilt 579	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.1)

Section II: Peterbilt Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.						
Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
337	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all Original Equipment Manufacturer (OEM) Options . Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	0 _____ %	Peterbilt	
338	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off Third Party (not OEM) and Unpublished Options, Equipment, and Supplies . Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	0 _____ %	Rush Truck Center	
339	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Parts and Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	0 _____ %	Peterbilt	
340	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off Floor Plan and/or Lot Insurance (dealer inventory vehicles and upfitting vehicles).	0 _____ %	Rush Truck Center	
341	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off Extended Service Maintenance Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	0 _____ %	Peterbilt	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

Section III: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service						
Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
342	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	Hourly Labor Rate for Vehicle Installation or Repair Service - State the <u>Not to Exceed</u> hourly labor rate for Installation or Repair Service.	\$ <u>125</u> /Hour	Rush Truck Center	Not to include Mobile Service Tech
343	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	Hourly Labor Rate for Paint and Body Repair - State the <u>Not to Exceed</u> hourly labor rate for Paint and Body Repair.	\$ <u>125</u> /Hour	Rush Truck Center	Not to include Mobile Service Tech
344	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles - State the <u>Not to Exceed</u> per mile delivery fee for Vehicles.	\$ <u>1.95</u> /Mile	Rush Truck Center	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 1**

**Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

- I. Proposal Invitation Forms; Vendor Contact Information. On the Vendor Contact Information form, **Invoices**, the third included option for Vendors to authorize service fee invoices to be provided to Designated Dealers receiving purchase orders is **deleted**. Vendors must either accept invoices directly or designate one billing agent for receipt of service fee invoices. Vendors will no longer be permitted to have invoices directed to Designated Dealers. Therefore, when completing the Vendor Contact Information form, **Invoices** section, Vendor may only select and complete either the first option ("Service fee invoices and related communications should be provided directly to my company ...") or second option ("In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent ...").
- II. General Terms and Conditions, Section E.12, Service Fee. Section E.12 of the General Terms and Conditions (Service Fee) is revised to read as follows:

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) and billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor



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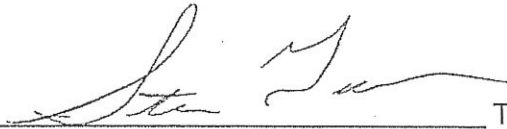
shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Rush Truck Centers of Texas, LP

Address: 555 IH 35 South, Suite 500

Signature of Authorized Company Official:  Title: VP

Telephone Number: 830-302-5200 Date: 8/29/2019



**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 2**

**Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)

For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Autocar Trucks/Vehicles** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Autocar Vehicles						
Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
4A	Autocar	Autocar DC64 Cab and Chassis, Conventional Cab	Autocar DC64 - Cab and chassis, Conventional Cab, Cummins L9 300 HP with Allison 3000 Series, 5 speed transmission, complete with manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

2. **Mitsubishi Trucks/Vehicles** – Proposal specifications for line items 281 to 289 have been revised as follows.
 - a. Line Items 281-285: DOHC 4-cylinder turbocharged intercooled diesel engine is **deleted and replaced** with diesel engine only.
 - b. Line Items 286-289: DOHC 4-cylinder turbocharged gas engine is **deleted and replaced** with 6.0L V8 gas engine with 297 HP.



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3. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section IIIA: Police Motorcycles - Yamaha						
Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
348A	Yamaha	Yamaha FJR1300 P Police Motorcycle	Yamaha FJR1300 P Police Motorcycle - 1298 cc, liquid-cooled, DOHC inline 4 cylinder, 16 valve engine, equipped with standard police equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

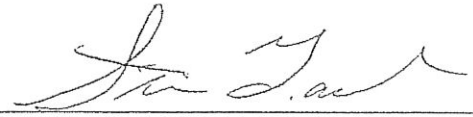
PROPOSAL DUE DATE

1. The proposal due date has been extended to **August 29, 2019, at 4:00 P.M.**

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Rush Truck Centers of Texas, LP

Address: 555 IH 35 South Suite 500, New Braunfels, TX 78130

Signature of Authorized Company Official:  Title: VP

Telephone Number: 830-302-5200 Date: 3-29-2019



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 3**

**Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)

For the following manufacturer, the detailed specifications for base model vehicles/trucks have been added.

- 1. **Freightliner Sprinter Trucks/Vehicles** -- Proposal specifications have been added and issued with the specified models listed below.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Rush Truck Centers of Texas, LP

Address: 555 IH 35 South, Suite 500, New Braunfels, TX 78130

Signature of Authorized Company Official:  Title: VP

Telephone Number: 830-302-5200 Date: 3-29-2019



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Freightliner Sprinter Vehicles

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
410	Freightliner	Sprinter C2500	Freightliner Sprinter C2500 - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
411	Freightliner	Sprinter C3500	Freightliner Sprinter C3500 - 144" BBC, 9990 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
412	Freightliner	Sprinter 3500 C/C	Freightliner Sprinter 3500 C/C - 144" BBC, 11,030 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
413	Freightliner	Sprinter P2500 Passenger Van	Freightliner Sprinter P2500 Passenger Van - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Freightliner Sprinter Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
414	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all Original Equipment Manufacturer (OEM) Options . Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	_____ %		
415	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off Third Party (not OEM) and Unpublished Options and Equipment . Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	_____ %		
416	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Parts . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.1)

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
417	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off Floor Plan and/or Lot Insurance (dealer inventory vehicles and upfitting vehicles).	_____ %		
418	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off Extended Service Maintenance Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

Section III: Freightliner Sprinter Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
419	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	Hourly Labor Rate for Vehicle Installation or Repair Service - State the Not to Exceed hourly labor rate for Installation or Repair Service.	\$ _____/Hour		
420	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	Hourly Labor Rate for Paint and Body Repair - State the Not to Exceed hourly labor rate for Paint and Body Repair.	\$ _____/Hour		
421	Delivery Fee	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles - State the Not to Exceed per mile delivery fee for Vehicles.	\$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ADDENDUM No. 1

Proposal Invitation No. 601-19 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

- I. Proposal Invitation Forms; Vendor Contact Information. On the Vendor Contact Information form, Invoices, the third included option for Vendors to authorize service fee invoices to be provided to Designated Dealers receiving purchase orders is **deleted**. Vendors must either accept invoices directly or designate one billing agent for receipt of service fee invoices. Vendors will no longer be permitted to have invoices directed to Designated Dealers. Therefore, when completing the Vendor Contact Information form, Invoices section, Vendor may only select and complete either the first option ("Service fee invoices and related communications should be provided directly to my company ...") or second option ("In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent ...").
- II. General Terms and Conditions, Section E.12, Service Fee. Section E.12 of the General Terms and Conditions (Service Fee) is revised to read as follows:

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is Included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) and billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Involving and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor



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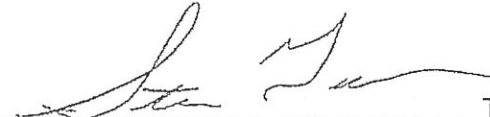
shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Rush Truck Centers of Texas, LP

Address: 555 IH 35 South, Suite 500

Signature of Authorized Company Official:  Title: VP

Telephone Number: 830-302-5200 Date: 8/29/2019



**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 2**

**Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)

For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Autocar Trucks/Vehicles** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Autocar Vehicles						
Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
4A	Autocar	Autocar DC64 Cab and Chassis, Conventional Cab	Autocar DC64 - Cab and chassis, Conventional Cab, Cummins L9 300 HP with Allison 3000 Series, 5 speed transmission, complete with manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

2. **Mitsubishi Trucks/Vehicles** – Proposal specifications for line items 281 to 289 have been revised as follows.
 - a. Line Items 281-285: DOHC 4-cylinder turbocharged intercooled diesel engine is **deleted and replaced** with diesel engine only.
 - b. Line Items 286-289: DOHC 4-cylinder turbocharged gas engine is **deleted and replaced** with 6.0L V8 gas engine with 297 HP.



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3. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section IIIA: Police Motorcycles - Yamaha						
Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
348A	Yamaha	Yamaha FJR1300 P Police Motorcycle	Yamaha FJR1300 P Police Motorcycle - 1298 cc, liquid -cooled, DOHC inline 4 cylinder, 16 valve engine, equipped with standard police equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

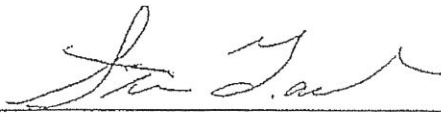
PROPOSAL DUE DATE

1. The proposal due date has been extended to **August 29, 2019, at 4:00 P.M.**

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Rush Truck Centers of Texas, LP

Address: 555 IH 35 South Suite 500, New Braunfels, TX 78130

Signature of Authorized Company Official:  Title: VP

Telephone Number: 830-302-5200 Date: 3-29-2019



12007 Research Boulevard * Austin, Texas 78759-2439 * PH: 800-695-2919 * FAX: 800-211-5454 * www.buyboard.com

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 3**

**Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)

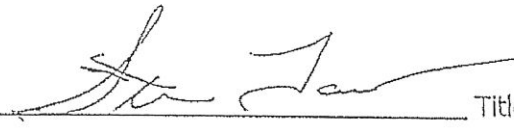
For the following manufacturer, the detailed specifications for base model vehicles/trucks have been added.

1. **Freightliner Sprinter Trucks/Vehicles** – Proposal specifications have been added and issued with the specified models listed below.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Rush Truck Centers of Texas, LP

Address: 555 IH 35 South, Suite 500, New Braunfels, TX 78130

Signature of Authorized Company Official:  Title: VP

Telephone Number: 830-302-5200 Date: 3-29-2019



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre-delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Freightliner Sprinter Vehicles

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
410	Freightliner	Sprinter C2500	Freightliner Sprinter C2500 - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
411	Freightliner	Sprinter C3500	Freightliner Sprinter C3500 - 144" BBC, 9990 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
412	Freightliner	Sprinter 3500 C/C	Freightliner Sprinter 3500 C/C - 144" BBC, 11,030 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
413	Freightliner	Sprinter P2500 Passenger Van	Freightliner Sprinter P2500 Passenger Van - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Freightliner Sprinter Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. **A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.**

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
414	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all Original Equipment Manufacturer (OEM) Options. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	_____ %		
415	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off Third Party (not OEM) and Unpublished Options and Equipment. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	_____ %		
416	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Parts. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
 (Manufacturer specification sheets and options pricelist must be submitted with proposal.)*

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
417	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off Floor Plan and/or Lot Insurance (dealer inventory vehicles and upfitting vehicles).	_____ %		
418	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off Extended Service Maintenance Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

Section III: Freightliner Sprinter Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
419	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	Hourly Labor Rate for Vehicle Installation or Repair Service - State the <u>Not to Exceed</u> hourly labor rate for Installation or Repair Service.	\$ _____/Hour		
420	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	Hourly Labor Rate for Paint and Body Repair - State the <u>Not to Exceed</u> hourly labor rate for Paint and Body Repair.	\$ _____/Hour		
421	Delivery Fee	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles - State the <u>Not to Exceed</u> per mile delivery fee for Vehicles.	\$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

SUPPLEMENTAL LICENSE INFORMATION



Texas Department
of Motor Vehicles

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: B2290

MOTOR VEHICLE DIVISION GENERAL DISTINGUISHING NUMBER:

P36821

Motor Vehicle

RUSH TRUCK CENTERS OF TEXAS, L.P.
Rush Bus Center, Austin, Rush Truck Center, Austin, Rush Isuzu Trucks,
Austin, Rush Peterbilt Truck Center, Austin,
PO BOX 34630 ATTN: JERJ BURGESS
SAN ANTONIO, TEXAS BEXAR 78265-4630

EXPIRES: 08-31-2020
PHYSICAL LOCATION:
16870 S I H 35
BUDA, TEXAS HAYS 78610-3523

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



Texas Department
of Motor Vehicles

MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: B2290

GENERAL DISTINGUISHING NUMBER:

P36821

Motor Vehicle

RUSH TRUCK CENTERS OF TEXAS, L.P.
Rush Bus Center, Austin, Rush Truck Center, Austin, Rush Isuzu Trucks,
Austin, Rush Peterbilt Truck Center, Austin,
PO BOX 34630 ATTN: JERJ BURGESS
SAN ANTONIO, TEXAS BEXAR 78265-4630

EXPIRES: 08-31-2020
PHYSICAL LOCATION:
16870 S I H 35
BUDA, TEXAS HAYS 78610-3523

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

ELKHART COACH : BS-Bus, HINO : MT-Medium Truck, Mid Bus : BS-Bus, SCHOOL BUSES : BS-Bus, COLLINS : BS-Bus, Cummins Diesel Engine :
EN-Engine, Micro Bird : BS-Bus, PETERBILT MEDIUM DUTY TRUCK : MT-Medium Truck, ISUZU : MT-Medium Truck, PETERBILT HEAVY DUTY
TRUCK : HT-Heavy Truck, PACCAR MX Engine : EN-Engine

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS
TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS
DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE
PUNISHABLE AS A SECOND-DEGREE FELONY.



Texas Department
of Motor Vehicles

MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: E112480

GENERAL DISTINGUISHING NUMBER:

P51793

Motor Vehicle

RUSH TRUCK CENTERS OF TEXAS, L.P.

Rush Bus Center, Dallas, Rush Medium Duty Truck Center, Dallas, Rush
Isuzu Trucks, Dallas, Rush Truck Center, Dallas Light and Medium Duty,

PO BOX 34630 ATTN: JERI BURGESS

SAN ANTONIO, TEXAS BEXAR 78265-4630

EXPIRES: 07-31-2020

PHYSICAL LOCATION:

4000 IRVING BLVD

DALLAS, TEXAS DALLAS 75247-5816

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

SCHOOL BUSES : BS-Bus, Mid Bus : BS-Bus, COLLINS : BS-Bus, Cummins Diesel Engine : EN-Engine, FORD : LT-Light Truck, FORD MEDIUM
TRUCK : MT-Medium Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS
TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS
DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE
PUNISHABLE AS A SECOND-DEGREE FELONY.



Indiana Secretary of State Dealer License Certificate

THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY.
THIS LICENSE IS NOT TRANSFERRABLE
THIS LICENSE IS VOID IF ALTERED

The licensee named below is authorized to engage in the business activity indicated by the license type at the location listed below:

LICENSE TYPE DEALER NEW	ISSUE DATE 08/13/2018	EXP DATE 10/01/2019
INSURANCE COMPANY INSURANCE CO OF THE STATE OF PA	POLICY NUMBER CA 7093355	
DEALER NAME AND ADDRESS RUSH TRUCK CENTER- INDIANAPOLIS 1325 W THOMPSON ROAD INDIANAPOLIS, IN 46217	INSURANCE EXP DATE 11/01/2018	
	COUNTY MARION - WEST	
OWNER NAME WILLIAM MAURICE RUSH	DEALER # 1400013	LICENSE FEE 30.00
	SIGNATURE OF SECRETARY OF STATE <i>Corrie Lawson</i>	



000000133621/3165/79 Renew License



Indiana Secretary Of State
 Auto Dealer Services Division
 302 West Washington Street
 Room E-018
 Indianapolis, IN 46204



Indiana Secretary Of State
 Auto Dealer Services Division
 302 West Washington Street
 Room E-018
 Indianapolis, IN 46204

Connie Lawson
 SECRETARY OF STATE
 Rachael Ehlich
 DIRECTOR

RECEIPT

SECRETARY OF STATE
 STATE OF INDIANA
 Auto Dealer Services Division

Connie Lawson
 SECRETARY OF STATE

Rachael Ehlich
 DIRECTOR

RUSH TRUCK CENTER- INDIANAPOLIS
 1325 W THOMPSON ROAD
 INDIANAPOLIS, IN 46217



OWNER NAME	PAYMENT DETAIL		
RUSH TRUCK CENTER- INDIANAPOLIS 1325 W THOMPSON ROAD INDIANAPOLIS, IN 46217	Invoice Number 000000133821	Amount 30.00	Date 09/19/2018
	Dealer Number 1400013		
ITEM	PRICE	QTY	EXT. PRICE
Renew License	\$30.00	1	\$30.00
Invoice Grand Total			30.00

000000133821/3185/80 Invoice-

Page 1



Ford Motor Company
Select Dealer Region Office
1320 Babcock Street
Melbourne, Florida 32901

August 29th, 2019

Buyboard Cooperative Purchasing
12007 Research Blvd.
Austin, TX 78759

To Whom it may concern:

Pursuant to Proposal Invitation No. 601-19 Vehicles, Heavy Duty Trucks, Parts and Service Labor – Rush Truck Centers of Texas LP and the attached Rush Truck Centers have the approval from Ford Motor Company to sell, service, and represent our brand in the following states and regions. (See attached)

Rush Truck Centers is a dealer network in good standing with Ford Motor Company, please contact us if you need further authorization or information.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert L. Hathaway", with a large, stylized flourish extending from the bottom right.

Ford Motor Company
Select Dealer Region
Robert L. Hathaway
Commercial Truck Department
321.301.0239



California

Ceres.....833-780-3945
Whittier..... 877-605-7623
San Diego.....866-710-4297
San Diego (Ford)800-710-4297

Colorado

Denver Medium-Duty..... 800-525-2113

Florida

Orlando Light- and
Medium-Duty 800-432-0811

Nevada

Las Vegas.....800-831-2594

Ohio

Cincinnati..... 800-680-3491

Oklahoma

Oklahoma City..... 800-375-6529

Texas

Dallas Light- and
Medium-Duty 800-442-7416

Navistar, Inc
2701 Navistar Drive
Lisle, IL 60532
Company Name

8/29/2019

To Whom it may concern
Buyboard Cooperative Purchasing
12007 Research Blvd.
Austin, TX 78759

To Whom it may concern:

Pursuant to Proposal Invitation No. 601-19 Vehicles, Heavy Duty Trucks, Parts and Service Labor – Rush Truck Centers of Texas LP and the attached Rush Truck Centers have the approval from Navistar, Inc. to sell, service, and represent our brand in the following states and regions. (See attached)

Rush Truck Centers is a dealer network in good standing with Navistar, Inc., please contact us if you need further authorization or information.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Bowles". The signature is written in a cursive style with a large initial "B".

Navistar, Inc
Brian Bowles
331-332-5005



Georgia

Adairsville (Parts).....470-313-3100
Atlanta.....800-229-4488
Augusta.....866-826-2424
Blackshear.....800-551-1118
Columbus.....888-926-2393
Doraville.....800-328-6136
Gainesville.....800-785-0475
Macon.....888-926-2398

Smyrna.....800-948-5044
Tifton.....229-472-5200
Valdosta.....866-892-9635

Idaho

Boise.....800-541-3645
Idaho Falls.....888-877-5444
Lewiston.....800-473-4079
Twin Falls.....800-734-4266

Illinois

Bloomington.....866-684-3901
Carol Stream.....630-909-2400
Champaign.....888-759-7259
Chicago.....708-295-5800
Effingham.....800-600-7611
Huntley.....800-540-9370
Joliet.....800-955-8789
Quincy.....800-373-1518
Springfield.....800-214-3349

Indiana

Gary.....800-367-1535
Indianapolis.....800-783-6869

Missouri

St. Louis.....800-264-4626
St. Peters.....800-849-6400

North Carolina

Asheville.....800-222-0848
Charlotte.....800-487-2009
Hickory.....800-868-1355

Ohio

Akron.....800-441-2000
Cincinnati.....800-680-3491
Cleveland.....800-362-1024
Columbus.....800-331-5035
Dayton.....800-325-4497
Lima.....800-824-1848
Springfield (Parts/Service).937-688-2100

Utah

Farr West (Parts/Service) ..801-564-6600
Salt Lake City.....888-497-0770
Springville.....866-891-8282
St. George.....435-414-2700

Virginia

Chester.....804-414-3200
Fredericksburg
(Parts/Service).....540-735-3600
Richmond.....800-966-7571

Isuzu Motors America
1400 S. Douglas Road
Suite 100
Anaheim, CA 92806

8/29/2019

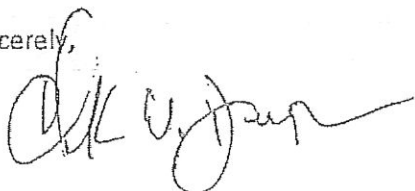
To Whom it may concern
Buyboard Cooperative Purchasing
12007 Research Blvd.
Austin, TX 78759

To Whom it may concern:

Pursuant to Proposal Invitation No. 601-19 Vehicles, Heavy Duty Trucks, Parts and Service Labor – Rush Truck Centers of Texas LP and the attached Rush Truck Centers have the approval from Isuzu Commercial Truck of America, Inc. to sell, service, and represent our brand in the following states and regions. (See attached)

Rush Truck Centers is a dealer network in good standing with Isuzu Commercial Truck of America, Inc. , please contact us if you need further authorization or information.

Sincerely,



Isuzu Motors America

Chuck W. Hjerpe

Chuck.hjerpe@icta-us.com

714-935-9300



California

Fontana Medium-Duty 800-905-7383

Whittier 877-605-7623

Colorado

Denver 888-895-7383

Florida

Orlando 800-775-7383

Orlando North (Parts/Service/
Used Trucks) 407-292-3515

Orlando South 407-403-5300

Georgia

Atlanta 800-229-4488

Columbus 888-926-2393

Doraville 800-328-6136

Tifton (Parts/Service) 229-472-5200

Smyrna 800-948-5044

Kansas

Kansas City 877-882-6175

North Carolina

Charlotte 800-487-2009

Ohio

Cincinnati 800-680-3491

Columbus 800-331-5035

Dayton 800-325-4497

Oklahoma

Oklahoma City 800-375-6529

Texas

Austin 888-243-6241

Corpus Christi 855-234-1154

Dallas Light-and
Medium-Duty 800-442-7416

El Paso 800-874-8785

Sealy 888-869-6197

Texarkana 800-954-6717

Waco 800-274-1988



August 29, 2019

To whom it may concern:
 Buyboard Cooperative Purchasing
 12007 Research Blvd.
 Austin, TX 78759

Regarding: Proposal Invitation No. 601-19 Vehicles, Heavy Duty Trucks, Parts & Service Labor

Rush Truck Centers of Texas L.P. and the Rush Truck Centers locations list below are authorized Hino Trucks Dealers and/or Parts and Service Providers; which are all in good stand with Hino Trucks.

<u>Hino Trucks Dealership</u>	<u>DBA NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ST</u>	<u>ZIP</u>	<u>PHONE</u>
Rush Truck Centers of California, Inc.	Rush Medium Duty Truck Center, Fontana	15463 Valley Blvd	Fontana	CA	92335	(909) 823-7080
Rush Truck Centers of Arizona, Inc.	Rush Truck Center, Phoenix	9600 West Roosevelt Street	Tolleson	AZ	85353	(602) 422-8100
Rush Truck Centers of Arizona, Inc.	Rush Truck Center, Tucson	755 East 44th St.	Tucson	AZ	85713	(520) 884-5870
Rush Truck Centers of California, Inc.	Rush Truck Center, San Diego	8464 Miramar Rd.	San Diego	CA	92126	(858) 566-2605
Rush Truck Centers of Oklahoma, Inc.	Rush Truck Center, Oklahoma City	8700 West I-40	Oklahoma	OK	73128	405-782-3510
Rush Truck Centers of Oklahoma, Inc.	Rush Truck Center, Tulsa	6015 South 49th West Ave.	Tulsa	OK	74107	(918) 446-3307
Rush Truck Centers of Texas L.P.	Rush Truck Center, El Paso	12253 Gateway West	El Paso	TX	79936	(915) 778-6435
Rush Truck Centers of Georgia, Inc.	Rush Truck Center, Atlanta	2560 Moreland Ave.	Atlanta	GA	30315	(678) 420-7500
Rush Truck Centers of Georgia, Inc.	Rush Truck Center, Doraville	2500 Button Gwinnett Drive	Atlanta	GA	30340	(770) 925-8541
Rush Truck Centers of Georgia, Inc.	Rush Truck Center, Smyrna	2120 Atlanta Rd.	Smyrna	GA	30080	(770) 431-9452
Rush Truck Centers of North Carolina, Inc.	Rush Truck Center, Charlotte	3510 Jeff Adams Dr.	Charlotte	NC	28206	(704) 596-3500
Rush Truck Centers of Virginia, Inc.	Rush Truck Center, Chester	1521 West Hundred Road	Chester	VA	23836	(804) 414-3200
Rush Truck Centers of Florida, Inc.	Rush Truck Center, Jacksonville	5175 West Beaver St.	Jacksonville	FL	32254	(904) 783-6170
Rush Truck Centers of Kansas, Inc.	Rush Truck Center, Kansas City	11525 South Rogers Rd.	Olathe	KS	66062	(913) 764-6000
Rush Truck Centers of Illinois Inc.	Rush Truck Center, Bloomington	2116 N. Main	Normal	IL	61761	(309) 452-7427
Rush Truck Centers of Texas L.P.	Rush Medium Duty Truck Center, Dallas	4200 Irving Blvd.	Dallas	TX	75247	(214) 905-9212
Rush Truck Centers of Texas L.P.	Rush Truck Center, Austin	16870 South IH 35	Buda	TX	78610	(512) 312-1146
Rush Truck Centers of Texas L.P.	Rush Truck Center, Corpus Christi	3001 IH 69 Access Road	Robstown	TX	78380	(361) 726-4800
Rush Truck Centers of Texas L.P.	Rush Truck Center, Houston	10200 North Loop E	Houston	TX	77029	(713) 495-6300
Rush Truck Centers of Texas L.P.	Rush Truck Center, Houston Northwest	6949 Fairbanks North Houston Road	Houston	TX	77040	3462035100
Rush Truck Centers of Texas L.P.	Rush Truck Center, Pharr	4700 North Cage Blvd.	Pharr	TX	78577	(956) 782-4511
Rush Truck Centers of Texas L.P.	Rush Truck Center, San Antonio	8922 IH-10 East	San Anton	TX	78219	(210) 835-2200
Rush Truck Centers of Texas L.P.	Rush Truck Center, Texarkana	1931 N. Kings Highway	Nash	TX	75569	(903) 838-5750
Rush Truck Centers of Texas L.P.	Rush Truck Center, Waco	1247 Sun Valley Blvd.	Robinson	TX	76706	(254) 662-5400
Rush Truck Centers of Idaho, Inc.	Rush Truck Center, Boise	770 W. Amity Road	Boise	ID	83705	(208) 342-7711

<u>Hino Parts and Service Provider</u>	<u>DBA NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ST</u>	<u>ZIP</u>	<u>PHONE</u>
Rush Truck Centers Of Texas L.P.	Rush Truck Center, Amarillo	8000 I-40 East	Amarillo	TX	79118	(806) 373-5444
Rush Truck Centers Of Texas L.P.	Rush Truck Center, Lubbock	4515 Avenue A	Lubbock	TX	79404	(806) 747-2579
Rush Truck Centers of Georgia, Inc.	Rush Truck Center, Columbus	1600 Box Road	Columbus	GA	31907	(706) 780-7200
Rush Truck Centers of Georgia, Inc.	Rush Truck Center, Tifton	18 Union Industrial Way	Tifton	GA	31793	(229) 472-5200
Rush Truck Centers Of Texas L.P.	Rush Truck Center, Laredo	10216 Union Pacific Blvd.	Laredo	TX	78045	(956) 724-7383
Rush Truck Centers of California, Inc.	Rush Truck Center, Los Angeles	8830 East Stlauson Avenue	Pico River	CA	90660	(562) 566-1800

Should you have any further questions, please do not hesitate to contact me at 248-763-9719.

Mark B. Dysarz

Mark Dysarz
 Sr. Manager of Dealer Development
 Hino Motors Sales U.S.A., Inc.

Peterbilt Motors Company
1700 Woodbrook St
Denton, TX 76205

8/29/2019


To Whom it may concern
Buyboard Cooperative Purchasing
12007 Research Blvd.
Austin, TX 78759

To Whom it may concern:

Pursuant to Proposal Invitation No. 601-19 Vehicles, Heavy Duty Trucks, Parts and Service Labor – Rush Truck Centers of Texas LP and the attached Rush Truck Centers have the approval from Peterbilt Motors Company to sell, service, and represent our brand in the following states and regions. (See attached)

Rush Truck Centers is a dealer network in good standing with Peterbilt Motor Company, please contact us if you need further authorization or information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Vincent", is written over the printed name and email address.

Peterbilt Motors Company

Jim Vincent

Jim.vincent@paccar.com

940-591-4189



Alabama

Mobile 800-239-4608

Arizona

Flagstaff (Parts/Service) 800-826-8153

Phoenix 800-873-8372

Tucson 800-882-5870

Yuma 866-710-4298

California

Fontana 800-359-1639

Fontana Medium-Duty 800-905-7383

Long Beach (Parts) 424-378-7050

Los Angeles 800-776-3647

San Diego 866-710-4297

Sylmar 800-300-8789

Whittier (Parts/Service) 877-605-7623

Colorado

Colorado Springs 833-849-3005

Denver 888-895-7383

Greeley 888-905-7383

Pueblo 866-543-7830

Florida

Haines City 800-521-7383

Jacksonville 888-783-6170

Jacksonville East 888-441-7309

Lake City 800-356-0931

Orlando 800-775-7383

Orlando South 407-403-5300

Tampa 800-575-7383

Kentucky

Bowling Green 844-264-8165

Nevada

Las Vegas 800-831-2594

New Mexico

Albuquerque 800-357-6643

Farmington 844-565-8300

Las Cruces 575-528-5400

Oklahoma

Ardmore 877-202-7571

Oklahoma City 800-375-6529

Tulsa 800-220-0982

Tennessee

Nashville 800-489-7403

Texas

Abilene 800-542-7750

Amarillo 800-692-4719

Austin 888-243-6241

Beaumont 833-556-8486

Brownsville 800-607-7383

College Station 800-540-7383

Corpus Christi 855-234-1154

Cotulla (Parts/Service) 844-956-1470

Dalhart (Parts/Service) 866-987-3254

Dallas 800-256-7383

Dallas Medium-Duty 866-905-4466

El Paso 800-874-8785

Fort Worth 800-456-5229

Houston 800-580-7383

Houston Medium-Duty 844-766-8538

Houston Northwest 866-340-7383

Laredo 800-259-1738

Lubbock 888-987-2458

Lufkin 800-259-5738

Odessa 866-593-9426

Pharr 888-901-7383

San Antonio 800-299-7382

Sealy 888-869-6197

Texarkana 800-954-6717

Tyler 800-825-4799

Victoria 833-460-9578

Waco 800-274-1988

Notice Regarding Security Interest and Payment of Purchase Price

1. BMO Harris Bank N.A. ("Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.
2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an “AS IS, WHERE IS” basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS’ WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services (“Services”), will be performed in a good and workmanlike manner (“Services Warranty”). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer’s sole and exclusive remedy, and Rush’s entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

RUSH TRUCK CENTERS OF TEXAS, LP

**Written Consent of Sole Director
In Lieu of Special Meeting**

Pursuant to Section 141 of the General Corporation Law of the State of Delaware, the undersigned, being the sole director of Rushtex, Inc., a Delaware corporation (the "Company") and the sole general partner of Rush Truck Centers of Texas LP, a Texas limited partnership (the "Partnership"), in lieu of a special meeting, the notice and call of which are hereby expressly waived, does hereby consent to the adoption of the following resolution:

RESOLVED, that Steve Taylor, Vice President, is hereby authorized to execute on behalf of the Partnership any documents required in connection with filing or prosecuting a mechanics lien, until he is no longer employed by the Partnership.

Dated effective August 25, 2016


W.M. "Rusty" Rush

BEING THE SOLE DIRECTOR

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: October 15, 2021
Subject: Request for Approval of Amendment No. 3 to the Price Agreements for Motor Oils, Lubricants, Antifreeze, and Related Products (RFB No. '19/03/B)

SUMMARY

The Agency is requesting the Board approve Amendment No. 3 (Amendment) to the Price Agreements (Agreements) with the following vendors:

- Brewer Oil Company
- Senergy Petroleum
- Stewart and Stevenson Power Products
- Wagner Equipment Company

Per the Amendment, Stewart and Stevenson has agreed to extend the terms of their Agreements at the same price and conditions.

Per the Amendment, Brewer Oil, Synergy Petroleum, and Wagner Equipment have agreed to extend the term of their Agreements under the same conditions. The Amendment also includes their updated pricing for fluids and related products.

The Amendment extends the term of the Agreements for a fourth year through October 4, 2022. Per Article 8, the Agreements can be renewed annually not to exceed four years, upon Board approval.

The Amendment also provides for continued delivery of motor oils, lubricants, antifreeze, and related products for the Agency's fleet of heavy equipment, over-the-road trucks and vehicles at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT).

Request for Bid No. '19/03/B (RFB) does not commit the Agency to a definite quantity of the products. Instead, the RFB allows the Agency to procure fluids and related products as needed.

Funding is available from:

- 8100851.520400 (Repair and Maintenance, Machine and Equipment – Landfill)
- 8100852.520400 (Repair and Maintenance, Machine and Equipment – BuRRT)

BACKGROUND

On July 13, 2018, the Agency issued RFB No. '19/03/B to secure pricing with multiple vendors for lubricants and related products.

On August 16, 2018, the Board awarded the RFB, via Price Agreements, to the following:

Brewer Oil Company	SC Fuels
Conservancy Oil	Stewart and Stevenson
Honstein Oil	Summit Truck
Lonestar Truck Group	Wagner Equipment Company
Safety Kleen Systems	

On October 17, 2019, the Board approved Amendment No. 1 to the Agreements with the following vendors:

Brewer Oil Company	Stewart and Stevenson
Conservancy Oil	Wagner Equipment Company
Honstein Oil	

On April 15, 2020, Honstein Oil and Distributing merged with Senergy Petroleum.

On October 15, 2020, the Board approved Amendment No. 2 to the Agreements with the following vendors:

Brewer Oil Company	Senergy Petroleum
Stewart and Stevenson	Wagner Equipment Company

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 3 to the Price Agreements for motor oils, lubricants, antifreeze, and related products with multiple vendors.

- Attachments:
- 1) Brewer Oil Company
 - a. Amendment No. 3 – Price Agreement
 - b. Amendment No. 2 – Price Agreement
 - c. Amendment No. 1 - Price Agreement
 - d. Price Agreement (RFB No. '19/03/B)
 - 2) Senergy Petroleum
 - a. Amendment No. 3 – Price Agreement
 - b. Amendment No. 2 – Price Agreement
 - c. Amendment No. 1 – Price Agreement
 - d. Price Agreement (RFB No. '19/03/B)

- 3) Stewart and Stevenson Power Products
 - a. Amendment No. 3 – Price Agreement
 - b. Amendment No. 2 – Price Agreement
 - c. Amendment No. 1 – Price Agreement
 - d. Price Agreement (RFB No. '19/03/B)

- 4) Wagner Equipment Company
 - a. Amendment No. 2 – Price Agreement
 - b. Amendment No. 2 – Price Agreement
 - c. Amendment No. 1 – Price Agreement
 - d. Price Agreement (RFB No. '19/03/B)

M:\Memo\101521.3

ATTACHMENT 1

Brewer Oil Company

Price Agreement – Amendment No. 3

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
PRICE AGREEMENT
WITH
BREWER OIL CO.
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)**

This AMENDMENT No. 3 (the “Amendment”) to the PRICE AGREEMENT (“Agreement”) dated October 4, 2018 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“the Agency”) and Brewer Oil Co. (“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 RFB No. '19/03/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. 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 October 4, 2022, 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. ITEMS / SERVICES TO BE PROVIDED

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect an increase by the product manufacturer/supplier of such product(s) listed in Section 5 of Exhibit A of this Agreement so that Section 5 of Exhibit A of Article 4 is deleted entirely and replaced with the following:

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$8.85/gallon	Zerex ELC RTU ZXEDRU2
	per gallon (Bulk – 275 gal)	\$6.50/gallon	Zerex ELC RTU ZXEDRU10
DELO® XLC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$8.63/gallon	Zerex Nitrite Free #846438
	per gallon (bulk – 275 gal)	\$6.63/gallon	Zerex Nitrite Free #846258

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	per gallon (55-gallon drum)	\$10.08/gallon	Purus AW46 PHD #17169
RANDO HDZ (ISO 46)	per gallon (55-gallon drum)	\$14.24/gallon	Purus AW46 MV #PIN 17180
	per gallon (bulk – 275 gal)	\$13.02/gallon	Purus AW46 MV #PIN 571780
Cetus® HiPerSyn® Oil (ISO 32)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 46)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 68)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 100)	per gallon (5-gallon pail)	N/A	N/A

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Cetus® HiPerSyn® Oil (ISO 150)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 220)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 320)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 460)	per gallon (5-gallon pail)	N/A	N/A

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	per quart (case)	\$4.91/quart	Service Pro Global FS ATF #SPL 00385
Chevron ATF MD-3	per quart (case)	\$2.60/quart	Service Pro ATF MP #SPL 00221
	per gallon (5-gallon pail)	\$12.59/gallon	Service Pro ATF MP #SPL 26693
	per gallon (55-gallon drum)	\$10.91/gallon	Service Pro ATF MP #SPL 16693
Chevron Synthetic ATF MV Dexron VI	per quart (case)	\$4.91/quart	Service Pro Global FS MV #SPL 00385
Chevron 1000 THF	per gallon (5-gallon pail)	\$12.88/gallon	Purus Premium Tractor #PDH 27171
DELO® Syn ATF HD	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$30.43/gallon	Purus Full Synthetic ATF #PDH 17226
TranSynd (Allison Transmission)	per gallon (case)	N/A	N/A
	per gallon (5-gallon pail)	\$32.11/gallon	Purus HD FS ATF #PHD 27226
	per gallon (55-gallon drum)	\$30.43/gallon	Purus HD FS ATF #PHD 17226
	per gallon (bulk – 275 gal)	\$25.99/gallon	Purus HD FS ATF #PHD 57226

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	per gallon (case)	\$17.42/gallon	Purus SynBlend 10/30 #PHD 00393
DELO® 400 SDE SAE 15w40	per gallon (55-gallon drum)	\$12.69/gallon	Valvoline All Terrain 15/40 #894063
	per gallon (bulk – 275 gal)	\$10.77/gallon	Valvoline All Terrain 15/40 #892873
Chevron DELO 400 LE 15w40	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Chevron Havoline Synthetic (0w20)	per quart (case)	\$4.51/quart	Service Pro FS 0/20 #SPL 00314
Chevron Havoline Synthetic (5w20)	per quart (case)	\$2.68/quart	Service Pro FS 5/20 #SPL 00231
Chevron Havoline Synthetic (5w30)	per quart (case)	\$2.68/quart	Service Pro FS 5/30 #SPL 00233
Chevron Havoline Synthetic (10w30)	per quart (case)	\$4.49/quart	Service Pro FS 10/30 #SPL 00312
Chevron Havoline Synthetic (5w40)	per quart (case)	\$5.27/quart	Service Pro FS 5/40 #SPL 00226
Mobil Synthetic (80w90)	per gallon (55-gallon drum)	\$2.18/lb (400-lb drum)	Purus 80/90 #PHD 17173

Gear/Drive Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$2.18/lb (400-lb drum)	Purus 80/90 HD Gear EP-5 #PHD 17173
DELO® Gear EP-5 (SAE 85w-140)	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	\$2.37/lb (35-lb pail)	Purus 85/140 HD Gear #PHD 27174
Chevron DELO Gear Oil (SAE 80w90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$2.18/lb (400-lb drum)	Purus 80/90 HD #PHD 17173
DELO® TorqForce® (SAE 10w)	per gallon (55-gallon drum)	\$15.19/gallon	Purus T0-4 10w Drive Train #PIN 17175
	per gallon (bulk – 275 gal)	\$14.82/gallon	Purus T0-4 10w Drive Train #PIN 57175
DELO® TorqForce® (SAE 30w)	per gallon (55-gallon drum)	\$15.67/gallon	Purus T0-4 30w Drive Train #PIN 17176
	per gallon (bulk – 275 gal)	\$15.33/gallon	Purus T0-4 30w Drive Train #PIN 57176

Grease	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	per ounce (14 oz tube - case)	\$0.25/ounce	Service Pro EP 2 #SPL 00261
	per pound (quarter drum)	\$2.92/pound	Service Pro EP 2 #SPL 37054

Miscellaneous Fluids	Unit	Unit Price	Specific Grade/Brand Offered
Starting Fluid – 50% Ether	per can (case)	N/A	N/A
Power Steering Fluid	per ounce (12 oz. Bottle - Case)	\$0.17/ounce	Service Pro Power Steering #SP2263
	per quart (case)	\$3.98 /quart	Service Pro Power Steering #SP2287
	per gallon (Case)	N/A	N/A
Diesel Exhaust Fluid (DEF)	per gallon (2.5 – gallon container)	\$3.87/gallon	Purus DEF #VB2003
	per gallon (bulk)	\$1.40/gallon	Purus DEF #VBDEF
DOT 3 Brake Fluid	per quart (case)	\$4.09/quart	Service Pro Syn DOT 3 #SP6032
	per gallon (case)	\$14.65/gallon	Service Pro DOT 3 #SP6001
Non-Chlorinated Brake Parts Cleaner	Per can (case)	\$2.77/can	Service Pro BPC #SP4520
Howe’s Diesel Conditioner and Anti-Gel	per quart (case)	\$7.09/quart	Power Service DSL Fuel + Cetane #1025-12

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 have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson, Joint Powers Board

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Terry D. Calhoun
Sales Manager
Brewer Oil Co.

Date:

APPROVED AS TO FORM:

Nancy Long
Agency Attorney

Date:

Price Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PRICE AGREEMENT
WITH
BREWER OIL CO.
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)**

This AMENDMENT No. 2 (the “Amendment”) to the PRICE AGREEMENT (“Agreement”) dated October 4, 2018 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“the Agency”) and Brewer Oil Co. (“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 RFB No. '19/03/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. 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 October 4, 2021, 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. 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 have executed this AMENDMENT No. 2 to the Santa Fe Solid Waste Management Agency Price Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen

Anna Hansen
Chairperson, Joint Powers Board

Oct. 15, 2020

Date:



ATTEST:

Geraldine Salazar

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Terry D. Calhoun

Terry D. Calhoun
Sales Manager
Brewer Oil Co.

10-26-20

Date:

APPROVED AS TO FORM:

Nancy Long

Nancy Long
Agency Attorney

10-16-2020

Date:

Price Agreement – Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT
WITH
BREWER OIL CO.
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)

This AMENDMENT No. 1 (the “Amendment”) to the PRICE AGREEMENT (“Agreement”) dated October 4, 2019 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“the Agency”) and Brewer Oil Co. (“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 RFB No. ‘19/03/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. 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 October 4, 2020, 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. **ITEMS / SERVICES TO BE PROVIDED**

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect an increase by the product manufacturer/supplier of such product(s) listed in Section 5 of Exhibit A of this Agreement so that Section 5 of Exhibit A of Article 4 is deleted entirely and replaced with the following:

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$6.8125/gallon \$374.69/drum	Zerex ELC 50/50 #2XEDRU2
	per gallon (Bulk – 275 gal)	\$6.125/gallon	Zerex ELC 50/50 Bulk #2XEDRU0
DELO® XLC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$6.9375/gallon \$381.563/drum	Zerex Nitrite Free 50/50 #846438
	per gallon (bulk – 275 gal)	\$7.31/gallon \$6.25/gallon	Zerex Nitrite Free 50/50 #846258

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	per gallon (55-gallon drum)	\$4.88/gallon \$268.40/drum	Purus AW46 PHD 17169
RANDO HDZ (ISO 46)	per gallon (55-gallon drum)	\$6.10/gallon \$335/drum	Purus AW46 MV PIN 17180
	per gallon (bulk – 275 gal)	\$7.05/gallon \$1,937.50/drum	Purus AW46 MV PIN 571780
Cetus® HiPerSyn® Oil (ISO 32)	per gallon (5-gallon pail)	N/A	
Cetus® HiPerSyn® Oil (ISO 46)	per gallon (5-gallon pail)	N/A	
Cetus® HiPerSyn® Oil (ISO 68)	per gallon (5-gallon pail)	N/A	
Cetus® HiPerSyn® Oil (ISO 100)	per gallon (5-gallon pail)	N/A	

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Cetus® HiPerSyn® Oil (ISO 150)	per gallon (5-gallon pail)	N/A	
Cetus® HiPerSyn® Oil (ISO 220)	per gallon (5-gallon pail)	N/A	
Cetus® HiPerSyn® Oil (ISO 320)	per gallon (5-gallon pail)	N/A	
Cetus® HiPerSyn® Oil (ISO 460)	per gallon (5-gallon pail)	N/A	

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	per quart (case)	\$3.042/quart \$18.25/case	Service Pro Global FS ATF #SPL 00385
Chevron ATF MD-3	per quart (case)	\$2.03/quart \$24.36/case	Service Pro ATF MP #SPL 00221
	per gallon (5-gallon pail)	\$8.42/gallon \$42.07/pail	Service Pro ATF MP #SPL 26693
	per gallon (55-gallon drum)	\$6.37/gallon \$350/drum	Service Pro ATF MP #SPL 26693
Chevron Synthetic ATF MV Dexron VI	per quart (case)	\$3.042/quart \$18.25/case	Service Pro Global FS MV #SPL 00385
Chevron 1000 THF	per gallon (5-gallon pail)	\$6.44/gallon \$32.20/pail	Purus Universal Tractor #PDH 27171
DELO® Syn ATF HD	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$25.21/gallon \$1,386.66/drum	Purus Full Synthetic ATF #PDH 17226
TranSynd (Allison Transmission)	per gallon (case)	N/A	N/A
	per gallon (5-gallon pail)	\$21.30/gallon \$106.50/pail	Purus HD FS ATF #PHD 27226
	per gallon (55-gallon drum)	\$21.45/gallon \$1,179.69/drum	Purus HD FS ATF #PHD 17226
	per gallon (bulk – 275 gal)	\$20.63/gallon \$5671.88/tote	Purus HD FS ATF #PHD 57226

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	per gallon (case)	\$10.54/gallon \$31.62/case	Purus SynBlend 10/30 #PHD 00393
DELO® 400 SDE SAE 15w40	per gallon (55-gallon drum)	\$7.07/gallon \$388.85/drum	Purus SynBlend 15/40 #PHD 17164
	per gallon (bulk – 275 gal)	\$6.38/gallon	Purus SynBlend 15/40 #PHD 17164
Chevron DELO 400 LE 15w40	per gallon (55-gallon drum)	N/A	This product has been replaced with CK4 SDE
	per gallon (bulk – 275 gal)	N/A	This product has been replaced with CK4 SDE
Chevron Havoline Synthetic (0w20)	per quart (case)	\$3.45/quart \$20.55	Service Pro FS 0/20 #SPL 00314
Chevron Havoline Synthetic (5w20)	per quart (case)	\$2.83 2.71/quart	Service Pro FS 5/20 #SPL 00249
Chevron Havoline Synthetic (5w30)	per quart (case)	\$3.19 3.08/quart	Service Pro FS 5/30 Dexos #SPL 00713
Chevron Havoline Synthetic (10w30)	per quart (case)	\$2.83 2.68/quart	Service Pro FS 10/30 #SPL 00312
Chevron Havoline Synthetic (5w40)	per quart (case)	\$4.47 4.27/quart	Service Pro FS 5/40 #SPL 00226
Mobil Synthetic (80w90)	per gallon (55-gallon drum)	\$14.92 14.39/gal	Purus FS 75/90 (Non Eaton) #PHD 1716

Gear/Drive Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$8.67/gallon \$476.88/drum	Purus 80/90 HD Gear #PHD 17173
DELO® Gear EP-5 (SAE 85w-140)	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	\$9.07/gallon \$45.31/pail	Purus 85/140 HD Gear #PHD 27174
Chevron DELO Gear Oil (SAE 80w90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$8.67/gallon \$476.88/drum	Purus 80/90 HD #PHD 17173
DELO® TorqForce® (SAE 10w)	per gallon (55-gallon drum)	\$7.34/gallon \$403.75/drum	Purus T0-4 10w Drive Train #PIN 17175
	per gallon (bulk – 275 gal)	\$7.33/gallon \$1,950/bulk	Purus T0-4 10w Drive Train #PIN 57175
DELO® TorqForce® (SAE 30w)	per gallon (55-gallon drum)	\$6.78/gallon \$372.50/drum	Purus T0-4 30w Drive Train #PIN 17176
	per gallon (bulk – 275 gal)	\$7.56/gallon \$2,078.13/bulk	Purus T0-4 30w Drive Train #PIN 57176

Grease	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	per ounce (14 oz tube - case)	\$1.18/oz \$2.07/ounce 2.52/lb	Service Pro EP 2 #SPL 00261
	per pound (quarter drum)	\$2.09/pound 2.12/lb	Service Pro EP 2 #SPL 37054

Miscellaneous Fluids	Unit	Unit Price	Specific Grade/Brand Offered
Starting Fluid – 50% Ether	per can (case)	\$1.68/can \$20.10/case	Service Pro Starting Fluid #SP5301
Power Steering Fluid	per ounce (12 oz. Bottle - Case)	\$1.40/ounce \$16.80/case	Service Pro Power Steering #SP2263
	per quart (case)	\$3.18 /quart \$38.10/case	Service Pro Power Steering #SP2287
	per gallon (Case)	N/A	N/A
Diesel Exhaust Fluid (DEF)	per gallon (2.5 – gallon container)	\$2.875/gallon \$7.19/container	Purus DEF #VB2003
	per gallon (bulk)	\$1.19/gallon	Purus DEF #VBDEF
DOT 3 Brake Fluid	per quart (case)	\$3.59/quart \$43.05/case	Service Pro Syn DOT 3 #SP6032
	per gallon (case)	\$13.65/gallon \$54.60/case	Service Pro DOT 3 #SP6001
Non-Chlorinated Brake Parts Cleaner	Per can (case)	\$2.00/can \$24.00/case	Service Pro BPC #SP4520
Howe’s Diesel Conditioner and Anti-Gel	per quart (case)	\$6.34/quart \$76.08/case	Power Service DSL Fuel + Cetane #1025-12

1.

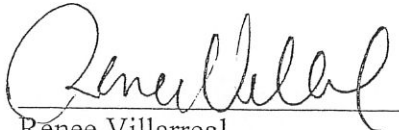
3. AGREEMENT IN FULL FORCE

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

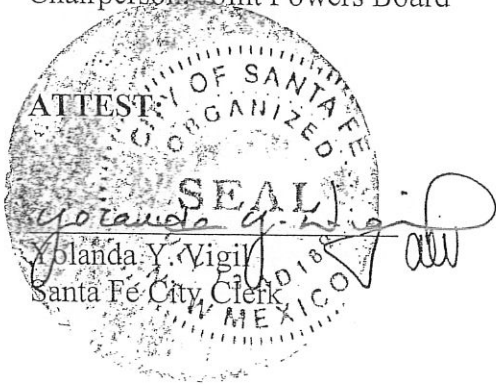
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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Santa Fe Solid Waste Management Agency Price Agreement as of the dates set forth below.


SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Renee Villarreal
Chairperson, Joint Powers Board

10/17/19
Date:

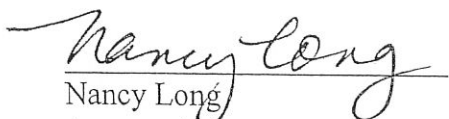


CONTRACTOR:


Terry D. Calhoun
Sales Manager
Brewer Oil Co.

11-4-19
Date:

APPROVED AS TO FORM:


Nancy Long
Agency Attorney

10-17-19
Date:

Price Agreement (RFB No. '19/03/B)

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT WITH
BREWER OIL CO.
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)**

This PRICE AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Brewer Oil Co. ("Contractor") for an indefinite quantity of motor oils, lubricants, antifreeze and related products as described in RFB No. '19/03/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in RFB No. '19/03/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is 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 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 and Services. Section 5 of 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 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 RFB '19/03/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. The Agency makes no guarantee or warranty, implied, or otherwise, that any order for any definite quantity of items or services will be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in RFB No. '19/03/B, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

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 day 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) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) 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 and fees. 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 taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees owed to by the State of New Mexico and federal government 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 October 05, 2019, 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 Agency determines in its sole discretion that 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 and/or the Purchase Order.

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. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, 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 laws, 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 product delivery 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 sole discretion 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, which shall not be unreasonably withheld. 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** - All coverages / limitations are listed on the attached Certificate of Liability Insurance 10.15.17 T.C

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. The required limits may be provided by a combination of auto pollution liability insurance and commercial umbrella liability insurance.

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. The required limits may be provided by a combination of erroneous delivery liability insurance and commercial umbrella liability insurance.

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 negligent 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, 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 a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court, Santa Fe County.

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. INTEGRATION

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 notices 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
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Terry D. Calhoun
Sales Manager
Brewer Oil Co.
2701 Candelaria NE
Albuquerque, NM 87107
Fax: (505) 884-1987
Email: tcalhoun@breweroil.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. 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. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. 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.

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 Hamilton
Anna Hamilton
Chairperson, Joint Powers Board

10/4/18
Date:

ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk



CONTRACTOR:

Terry D. Calhoun
Terry D. Calhoun
Sales Manager
Brewer Oil Co.

10-15-18
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

10-4-18
Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

RFB No. '19/03/B

1. 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 at the Agency Facility.

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 Contractor.

C. If the Agency determines that the product does not comply with specifications herein, 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, 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 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 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 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 and damages 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 Coordinator
 149 Wildlife Way
 Santa Fe, NM 87506
 Telephone: (505) 424-1850 x 140
 Fax: (505) 424-1839
 Email: asalazar@sfswma.org

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$7.00/gallon	Purus ELC 50/50 NOAT
	per gallon (Bulk – 275 gal)	\$7.00/gallon	Purus ELC 50/50 NOAT
DELO® XLC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$7.31/gallon	Purus Nitrite Free 50/50
	per gallon (bulk – 275 gal)	\$7.31/gallon	Purus Nitrite Free 50/50

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	per gallon (55-gallon drum)	\$5.60/gallon	Purus AW46
RANDO HDZ (ISO 46)	per gallon (55-gallon drum)	\$6.05/gallon	Purus AW46 MV (application depending)
	per gallon (bulk – 275 gal)	\$5.90/gallon	Purus AW46 MV
Cetus® HiPerSyn® Oil (ISO 32)	per gallon (5-gallon pail)	\$27.48/gallon	Chev Cetus® HiPerSyn® 220
Cetus® HiPerSyn® Oil (ISO 46)	per gallon (5-gallon pail)	\$27.48/gallon	Chev Cetus® HiPerSyn® 220
Cetus® HiPerSyn® Oil (ISO 68)	per gallon (5-gallon pail)	\$27.48/gallon	Chev Cetus® HiPerSyn® 220
Cetus® HiPerSyn® Oil (ISO 100)	per gallon (5-gallon pail)	\$27.48/gallon	Chev Cetus® HiPerSyn® 220
Cetus® HiPerSyn® Oil (ISO 150)	per gallon (5-gallon pail)	\$27.48/gallon	Chev Cetus® HiPerSyn® 220
Cetus® HiPerSyn® Oil (ISO 220)	per gallon (5-gallon pail)	\$27.48/gallon	Chev Cetus® HiPerSyn® 220
Cetus® HiPerSyn® Oil (ISO 320)	per gallon (5-gallon pail)	\$27.48/gallon	Chev Cetus® HiPerSyn® 220
Cetus® HiPerSyn® Oil (ISO 460)	per gallon (5-gallon pail)	\$27.48/gallon	Chev Cetus® HiPerSyn® 220

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	per quart (case)	\$2.99/quart	Service Pro Global FS ATF
Chevron ATF MD-3	per quart (case)	\$2.02/quart	Service Pro ATF MP
	per gallon (5-gallon pail)	\$8.42/gallon	Service Pro ATF MP
	per gallon (55-gallon drum)	\$6.32/gallon	Service Pro ATF MP
Chevron Synthetic ATF MV Dexron VI	per quart (case)	\$2.99/quart	Service Pro Global FS MV
Chevron 1000 THF	per gallon (5-gallon pail)	\$6.83/gallon	Purus Universal THF
DELO® Syn ATF HD	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$22.92/gallon	Purus Full Synthetic ATF
TranSynd (Allison Transmission)	per gallon (case)	N/A	N/A
	per gallon (5-gallon pail)	\$22.92/gallon	Purus Full Synthetic ATF
	per gallon (55-gallon drum)	\$22.92/gallon	Purus Full Synthetic ATF
	per gallon (bulk – 275 gal)	\$22.92/gallon	Purus Full Synthetic ATF

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	per gallon (case)	\$10.60/gallon	Purus SynBlend 10/30
DELO® 400 SDE SAE 15w40	per gallon (55-gallon drum)	\$7.53/gallon	Purus SynBlend 15/40
	per gallon (bulk – 275 gal)	\$6.69/gallon	Purus SynBlend 15/40
Chevron DELO 400 LE 15w40	per gallon (55-gallon drum)	N/A	This product has been replaced with CK4 SDE
	per gallon (bulk – 275 gal)	N/A	This product has been replaced with CK4 SDE
Chevron Havoline Synthetic (0w20)	per quart (case)	\$3.46/quart	Service Pro Full Syn 0/20 6F5
Chevron Havoline Synthetic (5w20)	per quart (case)	\$2.83/quart	Service Pro Full Syn 5/20
Chevron Havoline Synthetic (5w30)	per quart (case)	\$3.19/quart	Service Pro Full Synthetic
Chevron Havoline Synthetic (10w30)	per quart (case)	\$2.83/quart	Service Pro Full Synthetic
Chevron Havoline Synthetic (5w40)	per quart (case)	\$4.47/quart	Service Pro Full Synthetic
Mobil Synthetic (80w90)	per gallon (55-gallon drum)	\$14.92/gal	Purus FS 75/90

Gear/Drive Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$8.69/gallon	Purus 80/90 HD Gear
DELO® Gear EP-5 (SAE 85w-140)	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	\$19.09/gal	Purus 85/140 HD Gear
Chevron DELO Gear Oil (SAE 80w90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$8.69/gallon	Purus 80/90 HD
DELO® TorqForce® (SAE 10w)	per gallon (55-gallon drum)	\$7.33/gallon	Purus T0-4 10w Drive Train
	per gallon (bulk – 275 gal)	\$7.33/gallon	Purus T0-4 10w Drive Train
DELO® TorqForce® (SAE 30w)	per gallon (55-gallon drum)	\$8.48/gallon	Purus T0-4 30w Drive Train
	per gallon (bulk – 275 gal)	\$8.48/gallon	Purus T0-4 30w Drive Train

Grease	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	per ounce (14 oz tube - case)	\$2.07/ounce	Service Pro EP 2
	per pound (quarter drum)	\$2.09/pound	Service Pro EP 2

Miscellaneous Fluids	Unit	Unit Price	Specific Grade/Brand Offered
Starting Fluid – 50% Ether	per can (case)	\$1.72/can	Pyroil Starting Fluid
Power Steering Fluid	per ounce (12 oz. Bottle - Case)	\$1.33/ounce	Pyroil Power Steering
	per quart (case)	\$2.68/quart	Pyroil Power Steering
	per gallon (Case)	N/A	N/A
Diesel Exhaust Fluid (DEF)	per gallon (2.5 – gallon container)	\$2.93/gallon	Victory Blue/Purus DEF
	per gallon (bulk)	\$1.35/gallon	Victory Blue DEF
DOT 3 Brake Fluid	per quart (case)	\$4.10/quart	Pyroil DOT 3
	per gallon (case)	\$15.91/gallon	Pyroil DOT 3
Non-Chlorinated Brake Parts Cleaner	Per can (case)	\$1.77/can	Service Pro BPC
Howe's Diesel Conditioner and Anti-Gel	per quart (case)	\$6.00/quart	Power Service Fuel Supplement Plus Cetane Boost (winter)

ATTACHMENT 2

Senergy Petroleum

Price Agreement – Amendment No. 3

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
PRICE AGREEMENT
WITH
SENERGY PETROLEUM, LLC
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)**

This AMENDMENT No. 3 (the “Amendment”) to the PRICE AGREEMENT (“Agreement”) dated October 4, 2018 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“the Agency”) and Senergy Petroleum, LLC (“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 RFB No. '19/03/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. 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 October 4, 2022, 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. ITEMS / SERVICES TO BE PROVIDED

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect an increase by the product manufacturer/supplier of such product(s) listed in Section 5 of Exhibit A of this Agreement so that Section 5 of Exhibit A of Article 4 is deleted entirely and replaced with the following:

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$7.84/gallon \$431.12/drum	Chevron DELO (50/50) ELC 227811D
	per gallon (Bulk – 275 gal)	\$7.20/gallon	Chevron DELO (50/50) ELC 227811B
DELO® XLC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$8.60/gallon \$473.00/drum	Chevron DELO (50/50) XLC 227077D
	per gallon (bulk – 275 gal)	\$8.60/gallon Drum to bulk	Chevron DELO (50/50) XLC 227077D

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	per gallon (55-gallon drum)	\$8.44/gallon \$464.20/drum	Chevron AW46 255674D
RANDO HDZ (ISO 46)	per gallon (55-gallon drum)	\$13.33/gallon \$733.15/drum	Chevron Rando HDZ 46 273261D
	per gallon (bulk – 275 gal)	\$13.33/gallon Drum to bulk	Chevron Rando HDZ 46 273261D
Cetus® HiPerSyn® Oil (ISO 32)	per gallon (5-gallon pail)	\$34.30/gallon \$171.50/pail	Cetus® HiPerSyn® 32 259136P
Cetus® HiPerSyn® Oil (ISO 46)	per gallon (5-gallon pail)	\$34.30/gallon \$171.50/pail	Cetus® HiPerSyn® 46 259137P
Cetus® HiPerSyn® Oil (ISO 68)	per gallon (5-gallon pail)	\$34.30/gallon \$171.50/pail	Cetus® HiPerSyn® 68 259138P

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Cetus® HiPerSyn® Oil (ISO 100)	per gallon (5-gallon pail)	\$34.30/gallon \$171.50/pail	Cetus® HiPerSyn® 100 259139P
Cetus® HiPerSyn® Oil (ISO 150)	per gallon (5-gallon pail)	\$38.65/gallon \$193.35/pail	Cetus® HiPerSyn® 150 259140P
Cetus® HiPerSyn® Oil (ISO 220)	per gallon (5-gallon pail)	\$39.95/gallon \$199.75/pail	Cetus® HiPerSyn® 220 259141P
Cetus® HiPerSyn® Oil (ISO 320)	per gallon (5-gallon pail)	\$39.95/gallon \$199.75/pail	Cetus® HiPerSyn® 320 259142P
Cetus® HiPerSyn® Oil (ISO 460)	per gallon (5-gallon pail)	\$39.95/gallon \$199.75/pail	Cetus® HiPerSyn® 460 259143P

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	per quart (case)	\$6.26/quart \$75.12/12-1 case	Chevron Havoline ATF+4 222270Q
Chevron ATF MD-3	per quart (case)	\$3.47/quart \$41.64/12-1 case	Chevron Havoline MD-3 221854Q
	per gallon (5-gallon pail)	\$11.70/gallon \$58.50/pail	Chevron Havoline MD-3 221854Q
	per gallon (55-gallon drum)	\$10.74/gallon \$590.70/drum	Chevron Havoline MD-3 221854Q
Chevron Synthetic ATF MV Dexron VI	per quart (case)	\$5.16/quart \$61.92/12-1 case	Chevron Havoline Full Syn MV VI 226536Q
Chevron 1000 THF	per gallon (5-gallon pail)	\$12.53/gallon \$62.65/pail	Chevron THF 1000 (OEM approved) 226606P
DELO® Syn ATF HD	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$32.12/gallon \$1,766.00/drum	Delco Syn ATF HD 223040D
TranSynd (Allison Transmission)	per gallon (case)	N/A	N/A
	per gallon (5-gallon pail)	\$36.40/gallon \$182.00/pail	Allison TranSynd (OEM approved)
	per gallon (55-gallon drum)	\$34.80/gallon \$1,914.00/drum	Allison TranSynd (OEM approved)
	per gallon (bulk – 275 gal)	\$34.80/gallon \$1,914.00 Drum to bulk	Allison TranSynd (OEM approved)

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	per gallon (case)	\$16.62/gallon \$49.86 – 3/1 case	DELO 400 XLE Syn Blend 10/30 CK4 (OEM approved) 257000G
DELO® 400 SDE SAE 15w40	per gallon (55-gallon drum)	\$13.79/gallon \$758.45/drum	DELO 400 SDE CK4 (OEM approved) 222290D
	per gallon (bulk – 275 gal)	\$12.89/gallon	DELO 400 SDE CK4 (OEM approved) 222290B
DELO® 400 LE SAE 15w40	Per Gallon (55-Gallon Drum)	N/A	N/A
	Per Gallon (Bulk – 275 Gal)	N/A	N/A
Chevron Havoline Synthetic (0w20)	per quart (case)	\$4.97/quart \$29.84 – 6/1 case	Chevron Havoline ProDs Syn 0/20 223506Q
Chevron Havoline Synthetic (5w20)	per quart (case)	\$4.97/quart \$29.84 – 6/1 case	Chevron Havoline ProDs Syn 5/20 223727Q
Chevron Havoline Synthetic (5w30)	per quart (case)	\$4.97/quart \$29.84 – 6/1 case	Chevron Havoline ProDs Syn 5/30 223507Q
Chevron Havoline Synthetic (10w30)	per quart (case)	\$6.64/quart \$39.86 – 6/1 case	Chevron Havoline ProDs Syn 10/30 223505Q
Chevron Havoline Synthetic (5w40)	per quart (case)	\$5.97/quart \$35.79 – 6/1 case	Chevron Havoline ProDs Syn Euro 5/40 223504Q
Mobil Synthetic (80w90)	per gallon (55-gallon drum)	N/A	N/A

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 have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson, Joint Powers Board

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Rob Burns
Vice President of Sales
Senergy Petroleum, LLC

Date:

APPROVED AS TO FORM:

Nancy Long
Agency Attorney

Date:

Price Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PRICE AGREEMENT
WITH
SENERGY PETROLUEM, LLC
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)**

This AMENDMENT No. 2 (the “Amendment”) to the PRICE AGREEMENT (“Agreement”) dated October 4, 2018 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“the Agency”) and Senergy Petroleum, LLC (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

A. On October 4, 2018, the Agency entered into a Price Agreement with Honstein Oil and Distributing, LLC to provide an indefinite quantity of motor oils, lubricants, antifreeze and related products on an as-needed basis as described in RFB No. '19/03/B.

B. Effective April 15, 2020, Honstein Oil and Distributing merged with Senergy Petroleum, LLC.

C. Pricing for motor oils, lubricants, antifreeze and related products under Section 5 of Exhibit A of the Agreement remains intact and in effect.

D. 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 October 4, 2021, 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 to the parties at the following addresses:

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Mr. Rob Burns
Vice President of Sales
Senergy Petroleum, LLC
11 Paseo Real
Santa Fe, NM 87507
Fax: (505) 471-0103
Rob.burns@gosenergy.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. 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. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

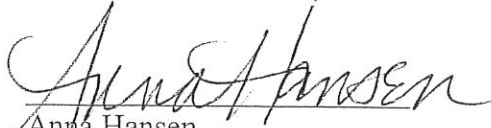
3. AGREEMENT IN FULL FORCE

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

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Santa Fe Solid Waste Management Agency Price Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Anna Hansen
Chairperson, Joint Powers Board

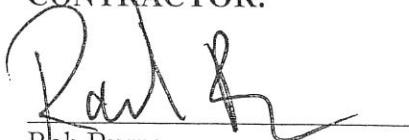
10-15-2
Date:



ATTEST:

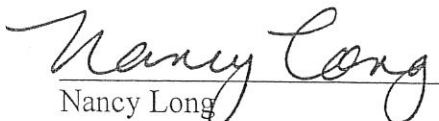

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:


Rob Burns
Vice President of Sales
Senergy Petroleum. LLC

10-15-20
Date:

APPROVED AS TO FORM:


Nancy Long
Agency Attorney

10-16-2020
Date:

Price Agreement – Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT
WITH
HONSTEIN OIL AND DISTRIBUTING, LLC
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)

This AMENDMENT No. 1 (the “Amendment”) to the PRICE AGREEMENT (“Agreement”) dated October 4, 2019 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“the Agency”) and Honstein Oil and Distributing, LLC (“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 RFB No. ‘19/03/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. 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 October 4, 2020, 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. ITEMS / SERVICES TO BE PROVIDED

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect an increase by the product manufacturer/supplier of such product(s) listed in Section 5 of Exhibit A of this Agreement so that Section 5 of Exhibit A of Article 4 is deleted entirely and replaced with the following:

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$6.95/gallon \$382.25/drum	Chevron DELO (50/50) ELC 227811D
	per gallon (Bulk – 275 gal)	\$6.40/gallon \$1,760.00/275-gal tote	Chevron DELO (50/50) ELC 227811B
DELO® XLC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$7.75/gallon \$426.25/drum	Chevron DELO (50/50) XLC 227077D
	per gallon (bulk – 275 gal)	\$7.75/gallon Drum to bulk	Chevron DELO (50/50) XLC 227077D

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	per gallon (55-gallon drum)	\$5.80/gallon \$319.00/drum	Chevron AW46 255674D
RANDO HDZ (ISO 46)	per gallon (55-gallon drum)	\$10.29/gallon \$565.95/drum	Chevron Rando HDZ 46 273261D
	per gallon (bulk – 275 gal)	\$10.29/gallon Drum to bulk	Chevron Rando HDZ 46 273261D
Cetus® HiPerSyn® Oil (ISO 32)	per gallon (5-gallon pail)	\$32.10/gallon \$160.50/pail	Cetus® HiPerSyn® 32 259136P
Cetus® HiPerSyn® Oil (ISO 46)	per gallon (5-gallon pail)	\$32.10/gallon \$160.50/pail	Cetus® HiPerSyn® 46 259137P
Cetus® HiPerSyn® Oil (ISO 68)	per gallon (5-gallon pail)	\$32.10/gallon \$160.50/pail	Cetus® HiPerSyn® 68 259138P

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Cetus® HiPerSyn® Oil (ISO 100)	per gallon (5-gallon pail)	\$32.10/gallon \$160.50/pail	Cetus® HiPerSyn® 100 259139P
Cetus® HiPerSyn® Oil (ISO 150)	per gallon (5-gallon pail)	\$32.10/gallon \$160.50/pail	Cetus® HiPerSyn® 150 259140P
Cetus® HiPerSyn® Oil (ISO 220)	per gallon (5-gallon pail)	\$32.10/gallon \$160.50/pail	Cetus® HiPerSyn® 220 259141P
Cetus® HiPerSyn® Oil (ISO 320)	per gallon (5-gallon pail)	\$32.10/gallon \$160.50/pail	Cetus® HiPerSyn® 320 259142P
Cetus® HiPerSyn® Oil (ISO 460)	per gallon (5-gallon pail)	\$32.10/gallon \$160.50/pail	Cetus® HiPerSyn® 460 259143P

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	per quart (case)	\$5.47/quart \$65.64/case	Chevron Havoline ATF+4 222270Q
Chevron ATF MD-3	per quart (case)	\$2.58/quart \$30.96/case	Chevron Havoline MD-3 221854Q
	per gallon (5-gallon pail)	\$8.80/gallon \$44.00/pail	Chevron Havoline MD-3 221854Q
	per gallon (55-gallon drum)	\$7.95/gallon \$437.25/drum	Chevron Havoline MD-3 221854Q
Chevron Synthetic ATF MV Dexron VI	per quart (case)	\$5.76/quart \$69.12/case	Chevron Havoline Full Syn MV VI 226536Q
Chevron 1000 THF	per gallon (5-gallon pail)	\$9.40/gallon \$47.00/pail	Chevron THF 1000 (OEM approved) 226606P
DELO® Syn ATF HD	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$28.80/gallon \$1,584.00/drum	Delco Syn ATF HD 223040D
TranSynd (Allison Transmission)	per gallon (case)	N/A	N/A
	per gallon (5-gallon pail)	\$39.20/gallon \$196.00/pail	Allison TranSynd (OEM approved)
	per gallon (55-gallon drum)	\$34.55/gallon \$1,900.00/drum	Allison TranSynd (OEM approved)
	per gallon (bulk – 275 gal)	\$34.55/gallon Drum to bulk	Allison TranSynd (OEM approved)

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	per gallon (case)	\$12.80/gallon \$38.40 – 3/1 case	DELO 400 XLE Syn Blend 10/30 CK4 (OEM approved) 257000G
DELO® 400 SDE SAE 15w40	per gallon (55-gallon drum)	\$10.85/gallon \$596.75/drum	DELO 400 SDE CK4 (OEM approved) 222290D
	per gallon (bulk – 275 gal)	\$10.10/gallon	DELO 400 SDE CK4 (OEM approved) 222290B
Chevron Havoline Synthetic (0w20)	per quart (case)	\$3.75/quart \$22.53 – 6/1 case	Chevron Havoline ProDs Syn 0/20 223506Q
Chevron Havoline Synthetic (5w20)	per quart (case)	\$4.01/quart \$24.06 – 6/1 case	Chevron Havoline ProDs Syn 5/20 223727Q
Chevron Havoline Synthetic (5w30)	per quart (case)	\$3.87/quart \$23.22 – 6/1 case	Chevron Havoline ProDs Syn 5/30 223507Q
Chevron Havoline Synthetic (10w30)	per quart (case)	\$5.58/quart \$33.43 – 6/1 case	Chevron Havoline ProDs Syn 10/30 223505Q
Chevron Havoline Synthetic (5w40)	per quart (case)	\$4.99/quart \$29.94 – 6/1 case	Chevron Havoline ProDs Syn Euro 5/40 223504Q
Mobil Synthetic (80w90)	per gallon (55-gallon drum)	N/A	N/A

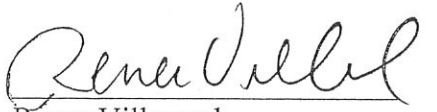
3. AGREEMENT IN FULL FORCE

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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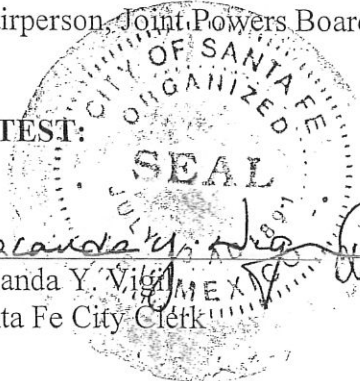
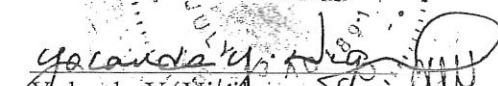
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Santa Fe Solid Waste Management Agency Price Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

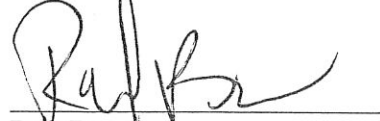

Renee Villarreal
Chairperson, Joint Powers Board

10/17/19
Date:

ATTEST:

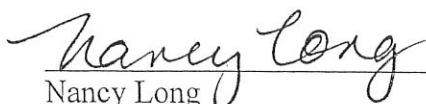


Yolanda Y. Vigil
Santa Fe City Clerk

CONTRACTOR:


Rob Burns
Vice President of Sales
Honstein Oil and Distributing, LLC

10/17/19
Date:

APPROVED AS TO FORM:


Nancy Long
Agency Attorney

10-17-19
Date:

Price Agreement (RFB No. '19/03/B)

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT WITH
HONSTEIN OIL AND DISTRIBUTING, LLC
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)**

This PRICE AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Honstein Oil and Distributing, LLC (“Contractor”) for an indefinite quantity of motor oils, lubricants, antifreeze and related products as described in RFB No. ‘19/03/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in RFB No. ‘19/03/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is 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.

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

D. "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.

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

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

G. "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.

H. "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.

I. "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 and Services. Section 5 of 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 subject of this Agreement.

J. 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 RFB '19/03/B.

K. 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. The Agency makes no guarantee or warranty, implied, or otherwise, that any order for any definite quantity of items or services will be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

L. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in RFB No. '19/03/B, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

M. 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 day 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) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) 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 and fees. 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 taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees owed to by the State of New Mexico and federal government 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 September 28, 2019, 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 Agency determines in its sole discretion that 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 and/or the Purchase Order.

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. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, 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 laws, 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 product delivery 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 sole discretion 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, which shall not be unreasonably withheld. 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. The required limits may be provided by a combination of auto pollution liability insurance and commercial umbrella liability insurance.

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. The required limits may be provided by a combination of erroneous delivery liability insurance and commercial umbrella liability insurance.

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 negligent 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, 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 a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court, Santa Fe County.

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. INTEGRATION

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 notices 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
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Rob Burns
Vice President of Sales
Honstein Oil and Distributing, LLC
11 Paseo Real
Santa Fe, NM 87507
Fax: (505) 471-0103
Email: rob@honsteinoil.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. 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. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. 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.

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 Hamilton
Chairperson, Joint Powers Board

10/1/18
Date:

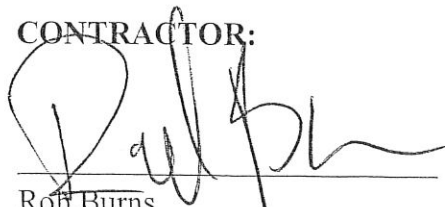
ATTEST:



Geraldine Salazar
Santa Fe County Clerk



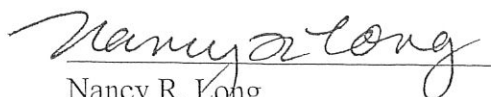
CONTRACTOR:



Rob Burns
Vice President of Sales
Honstein Oil and Distributing, LLC

10/5/18
Date:

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

9-28-18
Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

RFB No. '19/03/B

1. 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 at the Agency Facility.

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 Contractor.

C. If the Agency determines that the product does not comply with specifications herein, 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, 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 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 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 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 and damages 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 Coordinator
 149 Wildlife Way
 Santa Fe, NM 87506
 Telephone: (505) 424-1850 x 140
 Fax: (505) 424-1839
 Email: asalazar@sfswma.org

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$6.95/gallon \$382.25/drum	Chevron DELO (50/50) ELC 227811D
	per gallon (Bulk – 275 gal)	\$6.40/gallon \$1,760.00/275-gal tote	Chevron DELO (50/50) ELC 227811B
DELO® XLC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$7.75/gallon \$426.25/drum	Chevron DELO (50/50) XLC 227077D
	per gallon (bulk – 275 gal)	\$7.75/gallon Drum to bulk	Chevron DELO (50/50) XLC 227077D

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	per gallon (55-gallon drum)	\$5.20/gallon \$286.00/drum	Chevron AW46 255674D
RANDO HDZ (ISO 46)	per gallon (55-gallon drum)	\$9.69/gallon \$532.95/drum	Chevron Rando HDZ 46 273261D
	per gallon (bulk – 275 gal)	\$9.69/gallon Drum to bulk	Chevron Rando HDZ 46 273261D
Cetus® HiPerSyn® Oil (ISO 32)	per gallon (5-gallon pail)	\$31.06/gallon	Cetus® HiPerSyn® 32 259136P
Cetus® HiPerSyn® Oil (ISO 46)	per gallon (5-gallon pail)	\$30.38/gallon	Cetus® HiPerSyn® 46 259137P
Cetus® HiPerSyn® Oil (ISO 68)	per gallon (5-gallon pail)	\$31.47/gallon	Cetus® HiPerSyn® 68 259138P
Cetus® HiPerSyn® Oil (ISO 100)	per gallon (5-gallon pail)	\$30.38/gallon	Cetus® HiPerSyn® 100 259139P
Cetus® HiPerSyn® Oil (ISO 150)	per gallon (5-gallon pail)	\$31.54/gallon	Cetus® HiPerSyn® 150 259140P
Cetus® HiPerSyn® Oil (ISO 220)	per gallon (5-gallon pail)	\$32.51/gallon	Cetus® HiPerSyn® 220 259141P
Cetus® HiPerSyn® Oil (ISO 320)	per gallon (5-gallon pail)	\$31.54/gallon	Cetus® HiPerSyn® 320 259142P
Cetus® HiPerSyn® Oil (ISO 460)	per gallon (5-gallon pail)	\$311.82/gallon	Cetus® HiPerSyn® 460 259143P

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	per quart (case)	\$5.32/quart \$63.84/case	Chevron Havoline ATF+4 222270Q
Chevron ATF MD-3	per quart (case)	\$2.43/quart \$29.16/case	Chevron Havoline MD-3 221854Q
	per gallon (5-gallon pail)	\$8.20/gallon \$41.00/pail	Chevron Havoline MD-3 221854Q
	per gallon (55-gallon drum)	\$7.35/gallon \$404.25/drum	Chevron Havoline MD-3 221854Q
Chevron Synthetic ATF MV Dexron VI	per quart (case)	\$5.16/quart \$61.92/case	Chevron Havoline Full Syn MV VI 226536Q
Chevron 1000 THF	per gallon (5-gallon pail)	\$8.80/gallon \$44.00/pail	Chevron THF 1000 (OEM approved) 226606P
DELO® Syn ATF HD	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$28.20/gallon \$1,551.00/drum	Delco Syn ATF HD 223040D
TranSynd (Allison Transmission)	per gallon (case)	N/A	N/A
	per gallon (5-gallon pail)	\$39.20/gallon \$196.00/pail	Allison TranSynd (OEM approved)
	per gallon (55-gallon drum)	\$34.55/gallon \$1,900.00/drum	Allison TranSynd (OEM approved)
	per gallon (bulk – 275 gal)	\$34.55/gallon Drum to bulk	Allison TranSynd (OEM approved)

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	per gallon (case)	\$12.20/gallon \$36.60 – 3/1 case	DELO 400 XLE Syn Blend 10/30 CK4 (OEM approved) 257000G
DELO® 400 SDE SAE 15w40	per gallon (55-gallon drum)	\$10.25/gallon \$563.75/drum	DELO 400 SDE CK4 (OEM approved) 222290D
	per gallon (bulk – 275 gal)	\$9.50/gallon	DELO 400 SDE CK4 (OEM approved) 222290B
Chevron DELO 400 LE 15w40	per gallon (55-gallon drum)	\$9.80/gallon \$539.00/drum	DELO 400 LE 15/40 CJ4 Note: Product will sunset in 2019 and move to SDE 15/40 or Ursa 15/40
	per gallon (bulk – 275 gal)	\$9.05/gallon	DELO 400 LE 15/40 CJ4 Note: Product will sunset in 2019 and move to SDE 15/40 or Ursa 15/40
Chevron Havoline Synthetic (0w20)	per quart (case)	\$3.75/quart \$22.53 – 6/1 case	Chevron Havoline ProDs Syn 0/20 223506Q
Chevron Havoline Synthetic (5w20)	per quart (case)	\$4.01/quart \$24.06 – 6/1 case	Chevron Havoline ProDs Syn 5/20 223727Q
Chevron Havoline Synthetic (5w30)	per quart (case)	\$3.87/quart \$23.22 – 6/1 case	Chevron Havoline ProDs Syn 5/30 223507Q
Chevron Havoline Synthetic (10w30)	per quart (case)	\$5.58/quart \$33.43 – 6/1 case	Chevron Havoline ProDs Syn 10/30 223505Q
Chevron Havoline Synthetic (5w40)	per quart (case)	\$4.99/quart \$29.94 – 6/1 case	Chevron Havoline ProDs Syn Euro 5/40 223504Q
Mobil Synthetic (80w90)	per gallon (55-gallon drum)	N/A	N/A

Gear/Drive Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$15.27/gallon \$839.85/drum	Chevron DELO Gear EP5 80/90 223022D
DELO® Gear EP-5 (SAE 85w-140)	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	\$16.33/pail \$81.65/pail	Chevron DELO Gear EP5 85/140 223021P
Chevron DELO Gear Oil (SAE 80w90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$19.56/gallon \$1,075.80/drum	Chevron DELO GL ESI 80-90 224503D
DELO® TorqForce® (SAE 10w)	per gallon (55-gallon drum)	\$13.96/gallon \$767.80/drum	Chevron DELO TorqForce 10 293105D
	per gallon (bulk – 275 gal)	\$10.52/gallon	Chevron DELO TorqForce 10 293105D
DELO® TorqForce® (SAE 30w)	per gallon (55-gallon drum)	\$13.62/gallon \$749.10/drum	Chevron DELO TorqForce 30 293106D
	per gallon (bulk – 275 gal)	\$10.66/gallon	Chevron DELO TorqForce 30 293106B

Grease	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	per ounce (14 oz tube - case)	\$0.20/ounce \$28.00/10 tube case	Chevron DELO Grease EP #2 235208T
	per pound (quarter drum)	\$2.95/pound \$354.00/qtr drum	Chevron DELO Grease EP #2 235208QD

Miscellaneous Fluids	Unit	Unit Price	Specific Grade/Brand Offered
Starting Fluid – 50% Ether	per can (case)	\$1.59/can \$19.08/(12/1 case)	6752C Johnsons Starting Fluid
Power Steering Fluid	per ounce (12 oz. Bottle - Case)	\$0.87/ounce \$12.53-12/1 case	2812C Johnsons Power Steering Fluid
	per quart (case)	N/A	N/A
	per gallon (Case)	N/A	N/A
Diesel Exhaust Fluid (DEF)	per gallon (2.5 – gallon container)	\$3.04/gallon \$7.60/2.5 gallon	748042 – Air One DEF 2.5 gallon Jugs
	per gallon (bulk)	\$1.47/gallon	74804B – Air One DEF Bulk
DOT 3 Brake Fluid	per quart (case)	\$1.24/quart \$14.88- 12/1case	2212C – Johnsons DOT 3 Brake Fluid
	per gallon (case)	\$11.71/gallon \$46.85-4/1 case	2234C – Johnsons DOT 3 Brake Fluid
Non-Chlorinated Brake Parts Cleaner	Per can (case)	\$1.84/can \$22.03-12/1 case	2413C – Johnsons Non-Chlorinated Brake Clean
Howe’s Diesel Conditioner and Anti-Gel	per quart (case)	\$5.96/quart \$71.55-21/1 case	103062C Howes Diesel Treat and Anti-Gel

ATTACHMENT 3

Stewart and Stevenson Power Products

Price Agreement – Amendment No. 3

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
PRICE AGREEMENT
WITH
STEWART AND STEVENSON POWER PRODUCTS
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)**

This AMENDMENT No. 3 (the “Amendment”) to the PRICE AGREEMENT (“Agreement”) dated October 4, 2018 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“the Agency”) and Stewart and Stevenson Power Products (“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 RFB No. '19/03/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. 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 October 4, 2022, 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. 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 have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson, Joint Powers Board

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Jeff Newmann
General Manager
Stewart and Stevenson Power Products

Date:

APPROVED AS TO FORM:

Nancy Long
Agency Attorney

Date:

Price Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PRICE AGREEMENT
WITH
STEWART AND STEVENSON POWER PRODUCTS
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)**

This AMENDMENT No. 2 (the “Amendment”) to the PRICE AGREEMENT (“Agreement”) dated October 4, 2018 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“the Agency”) and Stewart and Stevenson Power Products (“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 RFB No. '19/03/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. 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 October 4, 2021, 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. 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 have executed this AMENDMENT No. 2 to the Santa Fe Solid Waste Management Agency Price Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Anna Hansen
Chairperson, Joint Powers Board


10-15-20
Date:



ATTEST:


Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:


Jeff Newmann
General Manager
Stewart and Stevenson Power Products

10-19-2020
Date:

APPROVED AS TO FORM:


Nancy Long
Agency Attorney

10-16-2020
Date:

Price Agreement – Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT
WITH
STEWART AND STEVENSON POWER PRODUCTS
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)

This AMENDMENT No. 1 (the “Amendment”) to the PRICE AGREEMENT (“Agreement”) dated October 4, 2019 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“the Agency”) and Stewart and Stevenson Power Products (“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 RFB No. ‘19/03/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. 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 October 4, 2020, 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. **ITEMS / SERVICES TO BE PROVIDED**

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect an increase by the product manufacturer/supplier of such product(s) listed in Section 5 of Exhibit A of this Agreement so that Section 5 of Exhibit A of Article 4 is deleted entirely and replaced with the following:

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (Bulk – 275 gal)	N/A	N/A
DELO® XLC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	per gallon (55-gallon drum)	N/A	N/A
RANDO HDZ (ISO 46)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 32)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 46)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 68)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 100)	per gallon (5-gallon pail)	N/A	N/A

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Cetus® HiPerSyn® Oil (ISO 150)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 220)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 320)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 460)	per gallon (5-gallon pail)	N/A	N/A

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	per quart (case)	N/A	N/A
Chevron ATF MD-3	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
Chevron Synthetic ATF MV Dexron VI	per quart (case)	N/A	N/A
Chevron 1000 THF	per gallon (5-gallon pail)	N/A	N/A
DELO® Syn ATF HD	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
TranSynd (Allison Transmission)	per gallon (case)	10% below list price	N/A
	per gallon (5-gallon pail)	10% below list price	N/A
	per gallon (55-gallon drum)	10% below list price	N/A
	per gallon (bulk – 275 gal)	10% below list price	N/A

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	per gallon (case)	N/A	N/A
DELO® 400 SDE SAE 15w40	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Chevron DELO 400 LE 15w40	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Chevron Havoline Synthetic (0w20)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w20)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w30)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (10w30)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w40)	per quart (case)	N/A	N/A
Mobil Synthetic (80w90)	per gallon (55-gallon drum)	N/A	N/A

Gear/Drive Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
DELO® Gear EP-5 (SAE 85w-140)	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
Chevron DELO Gear Oil (SAE 80w90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
DELO® TorqForce® (SAE 10w)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
DELO® TorqForce® (SAE 30w)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Grease	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	per ounce (14 oz tube - case)	N/A	N/A
	per pound (quarter drum)	N/A	N/A

Miscellaneous Fluids	Unit	Unit Price	Specific Grade/Brand Offered
Starting Fluid – 50% Ether	per can (case)	N/A	N/A
Power Steering Fluid	per ounce (12 oz. Bottle - Case)	N/A	N/A
	per quart (case)	N/A	N/A
	per gallon (Case)	N/A	N/A
Diesel Exhaust Fluid (DEF)	per gallon (2.5 – gallon container)	10% below list price	N/A
	per gallon (bulk)	N/A	N/A
DOT 3 Brake Fluid	per quart (case)	N/A	N/A
	per gallon (case)	N/A	N/A
Non-Chlorinated Brake Parts Cleaner	Per can (case)	N/A	N/A
Howe’s Diesel Conditioner and Anti-Gel	per quart (case)	N/A	N/A

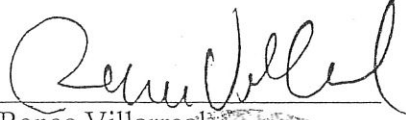
3. **AGREEMENT IN FULL FORCE**

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 have executed this AMENDMENT No. 1 to the Santa Fe Solid Waste Management Agency Price Agreement as of the dates set forth below.

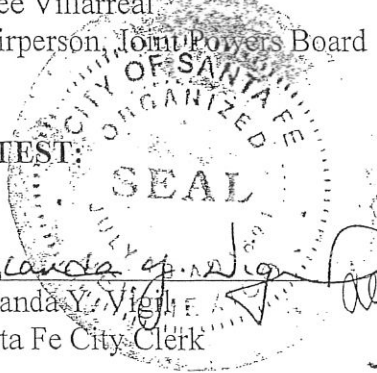
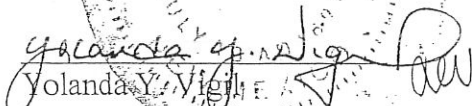
SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Renee Villarreal
Chairperson, Joint Powers Board

10/17/19
Date:

ATTEST:



Yolanda Y. Vigil
Santa Fe City Clerk

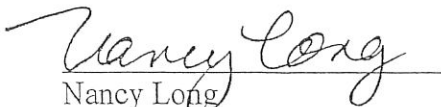
CONTRACTOR:



Jeff Newmann
General Manager
Stewart and Stevenson Power Products

10/29/19
Date:

APPROVED AS TO FORM:



Nancy Long
Agency Attorney

10-17-19
Date:



City of Santa Fe

Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Stewart and Stevenson Power Products

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: _____

Termination Date: _____ October 5, 2019

Approved by JPB Date: _____ October 4, 2018

or by SFSWMA Director Date: _____

Contract is for: Purchase from vendor motor oils, lubricants, antifreeze and related products.

Amendment # 1 to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____ October 4, 2020

Approved by JPB Date: _____ October 17, 2019

or by SFSWMA Director Date: _____

Amendment is for: Extend term date

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: 10/5/2019

Reason: Purchase from vendor motor oils, lubricants, antifreeze and related products.

Amount \$ _____ amendment # 1 Termination Date: 10/4/2020

Reason: Extend term date

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # 4 Termination Date: _____

Total of Original Contract plus all amendments: \$ See Note Below



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other RFB '19/03/B _____

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: _____ BU/Line Item: See Comments Box

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Rosalie Cardenas
Phone # 424-1850 x 150

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Price Agreement to purchase from vendor motor oils, lubricants, antifreeze and related products.
8100851.520400 & 8100852.520400

Price Agreement (RFB No. '19/03/B)

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT WITH
STEWART AND STEVENSON POWER PRODUCTS
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)**

This PRICE AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Stewart and Stevenson Power Products ("Contractor") for an indefinite quantity of motor oils, lubricants, antifreeze and related products as described in RFB No. ‘19/03/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in RFB No. ‘19/03/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is 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 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 and Services. Section 5 of 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 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 RFB '19/03/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. The Agency makes no guarantee or warranty, implied, or otherwise, that any order for any definite quantity of items or services will be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in RFB No. '19/03/B, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

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 day 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) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) 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 and fees. 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 taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees owed to by the State of New Mexico and federal government 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 October 05, 2019, 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 Agency determines in its sole discretion that 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 and/or the Purchase Order.

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. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, 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 laws, 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 product delivery 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 sole discretion 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, which shall not be unreasonably withheld. 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. The required limits may be provided by a combination of auto pollution liability insurance and commercial umbrella liability insurance.

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. The required limits may be provided by a combination of erroneous delivery liability insurance and commercial umbrella liability insurance.

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 negligent 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, 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 a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court, Santa Fe County.

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. INTEGRATION

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 notices 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
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Jeff Newmann
General Manager
Stewart and Stevenson Power Products
6565 Honover Rd NW
Albuquerque, NM 87121
Fax: (505) 831-7536
Email: J.Newmann@ssss.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. 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. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. 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.

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 Hamilton
Anna Hamilton
Chairperson, Joint Powers Board

10/4/18
Date:

ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk



CONTRACTOR:

Jeff Newmann
Jeff Newmann
General Manager
Stewart and Stevenson Power Products

10/8/18
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

10-4-18
Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

RFB No. '19/03/B

1. 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 at the Agency Facility.

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 Contractor.

C. If the Agency determines that the product does not comply with specifications herein, 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, 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 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 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 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 and damages 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 Coordinator
 149 Wildlife Way
 Santa Fe, NM 87506
 Telephone: (505) 424-1850 x 140
 Fax: (505) 424-1839
 Email: asalazar@sfswma.org

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (Bulk – 275 gal)	N/A	N/A
DELO® XLC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	per gallon (55-gallon drum)	N/A	N/A
RANDO HDZ (ISO 46)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 32)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 46)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 68)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 100)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 150)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 220)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 320)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 460)	per gallon (5-gallon pail)	N/A	N/A

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	per quart (case)	N/A	N/A
Chevron ATF MD-3	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
Chevron Synthetic ATF MV Dexron VI	per quart (case)	N/A	N/A
Chevron 1000 THF	per gallon (5-gallon pail)	N/A	N/A
DELO® Syn ATF HD	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
TranSynd (Allison Transmission)	per gallon (case)	10% below list	N/A
	per gallon (5-gallon pail)	10% below list	N/A
	per gallon (55-gallon drum)	10% below list	N/A
	per gallon (bulk – 275 gal)	10% below list	N/A

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	per gallon (case)	N/A	N/A
DELO® 400 SDE SAE 15w40	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Chevron DELO 400 LE 15w40	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Chevron Havoline Synthetic (0w20)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w20)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w30)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (10w30)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w40)	per quart (case)	N/A	N/A
Mobil Synthetic (80w90)	per gallon (55-gallon drum)	N/A	N/A

Gear/Drive Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
DELO® Gear EP-5 (SAE 85w-140)	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
Chevron DELO Gear Oil (SAE 80w90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
DELO® TorqForce® (SAE 10w)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
DELO® TorqForce® (SAE 30w)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Grease	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	per ounce (14 oz tube - case)	N/A	N/A
	per pound (quarter drum)	N/A	N/A

Miscellaneous Fluids	Unit	Unit Price	Specific Grade/Brand Offered
Starting Fluid – 50% Ether	per can (case)	N/A	N/A
Power Steering Fluid	per ounce (12 oz. Bottle - Case)	N/A	N/A
	per quart (case)	N/A	N/A
	per gallon (Case)	N/A	N/A
Diesel Exhaust Fluid (DEF)	per gallon (2.5 – gallon container)	10% below cost	N/A
	per gallon (bulk)	N/A	N/A
DOT 3 Brake Fluid	per quart (case)	N/A	N/A
	per gallon (case)	N/A	N/A
Non-Chlorinated Brake Parts Cleaner	Per can (case)	N/A	N/A
Howe's Diesel Conditioner and Anti-Gel	per quart (case)	N/A	N/A

ATTACHMENT 4
Wagner Equipment Company

Price Agreement – Amendment No. 3

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
PRICE AGREEMENT
WITH
WAGNER EQUIPMENT COMPANY
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)**

This AMENDMENT No. 3 (the “Amendment”) to the PRICE AGREEMENT (“Agreement”) dated October 4, 2018 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“the Agency”) and Wagner Equipment Company (“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 RFB No. '19/03/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. 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 October 4, 2022, 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. ITEMS / SERVICES TO BE PROVIDED

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect an increase by the product manufacturer/supplier of such product(s) listed in Section 5 of Exhibit A of this Agreement so that Section 5 of Exhibit A of Article 4 is deleted entirely and replaced with the following:

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$792.94	CAT ELC 238-8650
	per gallon (Bulk – 275 gal)	N/A	N/A
DELO® XLC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	per gallon (55-gallon drum)	N/A	N/A
RANDO HDZ (ISO 46)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 32)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 46)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 68)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 100)	per gallon (5-gallon pail)	N/A	N/A

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Cetus® HiPerSyn® Oil (ISO 150)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 220)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 320)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 460)	per gallon (5-gallon pail)	N/A	N/A

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	per quart (case)	N/A	N/A
Chevron ATF MD-3	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
Chevron Synthetic ATF MV Dexron VI	per quart (case)	N/A	N/A
Chevron 1000 THF	per gallon (5-gallon pail)	N/A	N/A
DELO® Syn ATF HD	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
TranSynd (Allison Transmission)	per gallon (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	per gallon (case)	N/A	N/A
DELO® 400 SDE SAE 15w40	per gallon (55-gallon drum)	\$964.42	CAT DEO 3E9712
	per gallon (bulk – 275 gal)	N/A	N/A
Chevron DELO 400 LE 15w40	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Chevron Havoline Synthetic (0w20)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w20)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w30)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (10w30)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w40)	per quart (case)	N/A	N/A
Mobil Synthetic (80w90)	per gallon (55-gallon drum)	N/A	N/A

Gear/Drive Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$1,071.41	CAT-GO 8T-9584
DELO® Gear EP-5 (SAE 85w-140)	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
Chevron DELO Gear Oil (SAE 80w90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
DELO® TorqForce® (SAE 10w)	per gallon (55-gallon drum)	\$845.27	CAT-TDTO 8-T9569
	per gallon (bulk – 275 gal)	N/A	N/A
DELO® TorqForce® (SAE 30w)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Grease	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	per ounce (14 oz tube - case)	N/A	N/A
	per pound (quarter drum)	N/A	N/A

Miscellaneous Fluids	Unit	Unit Price	Specific Grade/Brand Offered
Starting Fluid – 50% Ether	per can (case)	N/A	N/A
Power Steering Fluid	per ounce (12 oz. Bottle - Case)	N/A	N/A
	per quart (case)	N/A	N/A
	per gallon (Case)	N/A	N/A
Diesel Exhaust Fluid (DEF)	per gallon (2.5 – gallon container)	\$19.50	CAT DEF 350-8733
	per gallon (bulk)	N/A	N/A
DOT 3 Brake Fluid	per quart (case)	N/A	N/A
	per gallon (case)	N/A	N/A
Non-Chlorinated Brake Parts Cleaner	Per can (case)	N/A	N/A
Howe's Diesel Conditioner and Anti-Gel	per quart (case)	N/A	N/A

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 have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson, Joint Powers Board

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Michael Fields
Product Support Representative
Wagner Equipment Company

Date:

APPROVED AS TO FORM:

Nancy Long
Agency Attorney

Date:

Price Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PRICE AGREEMENT
WITH
WAGNER EQUIPMENT COMPANY
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)**

This AMENDMENT No. 2 (the “Amendment”) to the PRICE AGREEMENT (“Agreement”) dated October 4, 2018 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“the Agency”) and Wagner Equipment Company (“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 RFB No. '19/03/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. 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 October 4, 2021, 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. ITEMS / SERVICES TO BE PROVIDED

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect an increase by the product manufacturer/supplier of such product(s) listed in Section 5 of Exhibit A of this Agreement so that Section 5 of Exhibit A of Article 4 is deleted entirely and replaced with the following:

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$740.74	CAT ELC 238-8650
	per gallon (Bulk – 275 gal)	N/A	N/A
DELO® XLC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	per gallon (55-gallon drum)	N/A	N/A
RANDO HDZ (ISO 46)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 32)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 46)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 68)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 100)	per gallon (5-gallon pail)	N/A	N/A

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Cetus® HiPerSyn® Oil (ISO 150)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 220)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 320)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 460)	per gallon (5-gallon pail)	N/A	N/A

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	per quart (case)	N/A	N/A
Chevron ATF MD-3	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
	per quart (case)	N/A	N/A
Chevron Synthetic ATF MV Dexron VI	per quart (case)	N/A	N/A
Chevron 1000 THF	per gallon (5-gallon pail)	N/A	N/A
DELO® Syn ATF HD	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
TranSynd (Allison Transmission)	per gallon (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	per gallon (case)	N/A	N/A
DELO® 400 SDE SAE 15w40	per gallon (55-gallon drum)	\$958.29	CAT DEO 3E9712
	per gallon (bulk – 275 gal)	N/A	N/A
Chevron DELO 400 LE 15w40	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Chevron Havoline Synthetic (0w20)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w20)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w30)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (10w30)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w40)	per quart (case)	N/A	N/A
Mobil Synthetic (80w90)	per gallon (55-gallon drum)	N/A	N/A

Gear/Drive Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$1,080.86	CAT-GO 8T-9584
DELO® Gear EP-5 (SAE 85w-140)	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
Chevron DELO Gear Oil (SAE 80w90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
DELO® TorqForce® (SAE 10w)	per gallon (55-gallon drum)	\$1,044.98	CAT-TDTO 8-T9569
	per gallon (bulk – 275 gal)	N/A	N/A
DELO® TorqForce® (SAE 30w)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Grease	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	per ounce (14 oz tube - case)	N/A	N/A
	per pound (quarter drum)	N/A	N/A

Miscellaneous Fluids	Unit	Unit Price	Specific Grade/Brand Offered
Starting Fluid – 50% Ether	per can (case)	N/A	N/A
Power Steering Fluid	per ounce (12 oz. Bottle - Case)	N/A	N/A
	per quart (case)	N/A	N/A
	per gallon (case)	N/A	N/A
Diesel Exhaust Fluid (DEF)	per 2.5-gallon (container)	\$18.23	CAT DEF 350-8733
	per gallon (bulk)	N/A	N/A
DOT 3 Brake Fluid	per quart (case)	N/A	N/A
	per gallon (case)	N/A	N/A
Non-Chlorinated Brake Parts Cleaner	Per can (case)	N/A	N/A
Howe's Diesel Conditioner and Anti-Gel	per quart (case)	N/A	N/A

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Santa Fe Solid Waste Management Agency Price Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Anna Hansen
Chairperson, Joint Powers Board

10-15-20
Date:



ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Michael Fields
Michael Fields
Product Support Representative
Wagner Equipment Company

10/22/2020
Date:

APPROVED AS TO FORM:

Nancy Long
Nancy Long
Agency Attorney

10-16-2020
Date:

Price Agreement – Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT
WITH
WAGNER EQUIPMENT COMPANY
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)

This AMENDMENT No. 1 (the “Amendment”) to the PRICE AGREEMENT (“Agreement”) dated October 4, 2019 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“the Agency”) and Wagner Equipment Company (“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 RFB No. ‘19/03/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. 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 October 4, 2020, 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. **ITEMS / SERVICES TO BE PROVIDED**

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect an increase by the product manufacturer/supplier of such product(s) listed in Section 5 of Exhibit A of this Agreement so that Section 5 of Exhibit A of Article 4 is deleted entirely and replaced with the following:

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$733.41	CAT ELC 238-8650
	per gallon (Bulk – 275 gal)	N/A	N/A
DELO® XLC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	per gallon (55-gallon drum)	N/A	N/A
RANDO HDZ (ISO 46)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 32)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 46)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 68)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 100)	per gallon (5-gallon pail)	N/A	N/A

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Cetus® HiPerSyn® Oil (ISO 150)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 220)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 320)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 460)	per gallon (5-gallon pail)	N/A	N/A

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	per quart (case)	N/A	N/A
Chevron ATF MD-3	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
Chevron Synthetic ATF MV Dexron VI	per quart (case)	N/A	N/A
Chevron 1000 THF	per gallon (5-gallon pail)	N/A	N/A
DELO® Syn ATF HD	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
TranSynd (Allison Transmission)	per gallon (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	per gallon (case)	N/A	N/A
DELO® 400 SDE SAE 15w40	per gallon (55-gallon drum)	\$958.29	CAT DEO 3E9712
	per gallon (bulk – 275 gal)	N/A	N/A
Chevron DELO 400 LE 15w40	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Chevron Havoline Synthetic (0w20)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w20)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w30)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (10w30)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w40)	per quart (case)	N/A	N/A
Mobil Synthetic (80w90)	per gallon (55-gallon drum)	N/A	N/A

Gear/Drive Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$1,080.86	CAT-GO 8T-9584
DELO® Gear EP-5 (SAE 85w-140)	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
Chevron DELO Gear Oil (SAE 80w90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
DELO® TorqForce® (SAE 10w)	per gallon (55-gallon drum)	\$1,044.98	CAT-TDTO 8-T9569
	per gallon (bulk – 275 gal)	N/A	N/A
DELO® TorqForce® (SAE 30w)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Grease	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	per ounce (14 oz tube - case)	N/A	N/A
	per pound (quarter drum)	N/A	N/A

Miscellaneous Fluids	Unit	Unit Price	Specific Grade/Brand Offered
Starting Fluid – 50% Ether	per can (case)	N/A	N/A
Power Steering Fluid	per ounce (12 oz. Bottle - Case)	N/A	N/A
	per quart (case)	N/A	N/A
	per gallon (Case)	N/A	N/A
Diesel Exhaust Fluid (DEF)	per gallon (2.5 – gallon container)	\$19.59	CAT DEF 350-8733
	per gallon (bulk)	N/A	N/A
DOT 3 Brake Fluid	per quart (case)	N/A	N/A
	per gallon (case)	N/A	N/A
Non-Chlorinated Brake Parts Cleaner	Per can (case)	N/A	N/A
Howe's Diesel Conditioner and Anti-Gel	per quart (case)	N/A	N/A

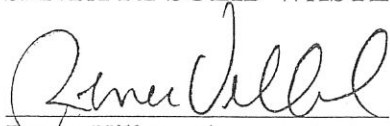
3. AGREEMENT IN FULL FORCE

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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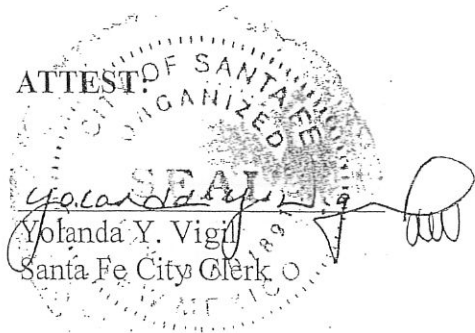
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Santa Fe Solid Waste Management Agency Price Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

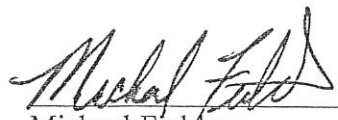


Renee Villarreal
Chairperson, Joint Powers Board

10/17/19
Date:



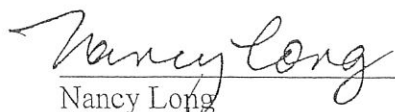
CONTRACTOR:



Michael Fields
Product Support Representative
Wagner Equipment Company

10/31/19
Date:

APPROVED AS TO FORM:



Nancy Long
Agency Attorney

10-17-19
Date:

Price Agreement (RFB No. '19/03/B)

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT WITH
WAGNER EQUIPMENT COMPANY
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)**

This PRICE AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Wagner Equipment Company ("Contractor") for an indefinite quantity of motor oils, lubricants, antifreeze and related products as described in RFB No. '19/03/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in RFB No. '19/03/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is 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 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 and Services. Section 5 of 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 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 RFB '19/03/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. The Agency makes no guarantee or warranty, implied, or otherwise, that any order for any definite quantity of items or services will be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in RFB No. '19/03/B, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

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 day 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) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) 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 and fees. 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 taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees owed to by the State of New Mexico and federal government 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 October 05, 2019, 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 Agency determines in its sole discretion that 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 and/or the Purchase Order.

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. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, 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 laws, 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 product delivery 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 sole discretion 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, which shall not be unreasonably withheld. 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. The required limits may be provided by a combination of auto pollution liability insurance and commercial umbrella liability insurance.

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. The required limits may be provided by a combination of erroneous delivery liability insurance and commercial umbrella liability insurance.

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 negligent 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, 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 a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court, Santa Fe County.

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. INTEGRATION

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 notices 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
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Michael Fields
Product Support Representative
Wagner Equipment Company
4000 Osuna Rd. NE
Albuquerque, NM 87109
Fax: (505) 324-6393
Email: mfields@wagnerequipment.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. 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. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. 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.

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 Hamilton
Anna Hamilton
Chairperson, Joint Powers Board

10/4/18
Date:

ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk



CONTRACTOR:

Michael Fields
Michael Fields
Product Support Representative
Wagner Equipment Company

10/10/18
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

10-4-18
Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

RFB No. '19/03/B

1. 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 at the Agency Facility.

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 Contractor.

C. If the Agency determines that the product does not comply with specifications herein, 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, 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 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 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 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 and damages 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 Coordinator
 149 Wildlife Way
 Santa Fe, NM 87506
 Telephone: (505) 424-1850 x 140
 Fax: (505) 424-1839
 Email: asalazar@sfswma.org

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	\$715.53	CAT ELC 238-8650
	per gallon (Bulk – 275 gal)	N/A	N/A
DELO® XLC Antifreeze/Coolant (50/50)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	per gallon (55-gallon drum)	N/A	N/A
RANDO HDZ (ISO 46)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 32)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 46)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 68)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 100)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 150)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 220)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 320)	per gallon (5-gallon pail)	N/A	N/A
Cetus® HiPerSyn® Oil (ISO 460)	per gallon (5-gallon pail)	N/A	N/A

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron ATF + 4	per quart (case)	N/A	N/A
Chevron ATF MD-3	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
Chevron Synthetic ATF MV Dexron VI	per quart (case)	N/A	N/A
Chevron 1000 THF	per gallon (5-gallon pail)	N/A	N/A
DELO® Syn ATF HD	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
TranSynd (Allison Transmission)	per gallon (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 XLE SAE 10w30 (Synblend)	per gallon (case)	N/A	N/A
DELO® 400 SDE SAE 15w40	per gallon (55-gallon drum)	\$812.76	CAT DEO 3E9712
	per gallon (bulk – 275 gal)	N/A	N/A
Chevron DELO 400 LE 15w40	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A
Chevron Havoline Synthetic (0w20)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w20)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w30)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (10w30)	per quart (case)	N/A	N/A
Chevron Havoline Synthetic (5w40)	per quart (case)	N/A	N/A
Mobil Synthetic (80w90)	per gallon (55-gallon drum)	N/A	N/A

Gear/Drive Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	\$962.64	CAT-GO 8T-9584
DELO® Gear EP-5 (SAE 85w-140)	per quart (case)	N/A	N/A
	per gallon (5-gallon pail)	N/A	N/A
Chevron DELO Gear Oil (SAE 80w90)	per quart (case)	N/A	N/A
	per gallon (55-gallon drum)	N/A	N/A
DELO® TorqForce® (SAE 10w)	per gallon (55-gallon drum)	\$924.23	CAT-TDTO 8-T9569
	per gallon (bulk – 275 gal)	N/A	N/A
DELO® TorqForce® (SAE 30w)	per gallon (55-gallon drum)	N/A	N/A
	per gallon (bulk – 275 gal)	N/A	N/A

Grease	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	per ounce (14 oz tube - case)	N/A	N/A
	per pound (quarter drum)	N/A	N/A

Miscellaneous Fluids	Unit	Unit Price	Specific Grade/Brand Offered
Starting Fluid – 50% Ether	per can (case)	N/A	N/A
Power Steering Fluid	per ounce (12 oz. Bottle - Case)	N/A	N/A
	per quart (case)	N/A	N/A
	per gallon (Case)	N/A	N/A
Diesel Exhaust Fluid (DEF)	per gallon (2.5 – gallon container)	\$19.11	CAT DEF 350-8733
	per gallon (bulk)	N/A	N/A
DOT 3 Brake Fluid	per quart (case)	N/A	N/A
	per gallon (case)	N/A	N/A
Non-Chlorinated Brake Parts Cleaner	Per can (case)	N/A	N/A
Howe's Diesel Conditioner and Anti-Gel	per quart (case)	N/A	N/A

MEMORANDUM

To: SFSWMA Joint Powers Board Members'
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: October 15, 2020
Subject: Request for Approval of Amendment No. 2 to the Services Agreement with Familia Rios, LLC, d/b/a Nelly's Cleaning Service of Santa Fe, NM, for Cleaning Services for the Santa Fe Solid Waste Management Agency (RFB No. '20/01/B)

SUMMARY

The Agency is requesting the Board approve Amendment No. 2 to the Services Agreement (Agreement) with Nelly's Cleaning Service of Santa Fe, NM, for continued cleaning of Agency buildings.

The Amendment will extend the term through October 17, 2022 (Year 3 of the Agreement). Per Article 5, the Agreement can be renewed annually, upon Board approval, not to exceed four years.

The Amendment also increases the compensation by \$69,400 for a total amount not to exceed \$208,200.

Funding is available in 8100851.510310 and 8100852.510310 (Service Contracts).

BACKGROUND

The Agency maintains a clean workplace, including the buildings, for its employees and customers. The Agency performs a variety of operations at each facility where staff, customers, and contractors encounter dirt and potentially hazardous or infectious materials that can be left behind in the buildings.

On August 27, 2019, the Agency issued Request for Bid No. '20/01/B for cleaning services of five buildings located at Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT).

On October 17, 2019, the Board approved a Services Agreement with Nelly's Cleaning Service to provide cleaning services in the amount of \$69,000.

On October 15, 2020, the Board approved Amendment No. 1 to the Agreement. Amendment 1 increased the compensation by \$69,400 for a total amount not-to-exceed \$18,800 and extended the term of the Agreement to October 17, 2021.

Per the Agreement, Nelly's Cleaning Service cleans three buildings five days a week and two buildings once a week as follows:

Landfill Administrative Building

Conference Room Two Bathrooms
General Office Area Two Offices

Landfill Maintenance Shop Building

Equipment Supervisor's Office Break Room
Two Bathrooms Parts Room
Main Shop Floor Walkway Area (Sweeping Only)

BuRRT Admin Building

Conference Room Three Offices
Two Bathrooms Kitchen/Break Room
Entire Building with Tiles Including Reception Area and Hallways

BuRRT HHW Building (Once/week)

Office Bathroom

BuRRT Scale House (Once/week)

Office Bathroom

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 2 to the Services Agreement with Nelly's Cleaning Service for continued cleaning services.

The Agency requests approval to extend the term of the Agreement on through October 17, 2022.

The Agency also requests approval to increase the total compensation amount of the Agreement by \$69,400 for a total amount not to exceed \$208,200.

- Attachments: 1) Services Agreement – Amendment No. 2
 2) Services Agreement – Amendment No. 1
 2) Services Agreement with Nelly's Cleaning Service

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ATTACHMENT 1

Services Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
SERVICES AGREEMENT WITH
NELLY'S CLEANING SERVICES
(Cleaning Services - 2019)**

This AMENDMENT No. 2 ("Amendment") to the SERVICES AGREEMENT, dated October 17, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Familia Rios, LLC d/b/a Nelly's Cleaning Service ("Contractor"). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide cleaning services for the Agency (RFB '20/01/B).

Pursuant to Article 18, 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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Sixty-Nine Thousand Four Hundred Dollars and No Cents (\$69,400.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Two Hundred Eight Thousand Two Hundred Dollars and No Cents (\$208,200.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$69,400.00
AMENDMENT NO. 1	\$69,400.00
AMENDMENT NO. 2	\$69,400.00
CONTRACT TO DATE	\$208,200.00

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Services attached hereto in Exhibit A.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on October 17, 2022, unless it is terminated sooner pursuant to Article 6 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, this 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.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson, Joint Powers Board

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Jesus Rios
Manager
Familia Rios, LLC
d/b/a Nelly's Cleaning Service

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT WITH
NELLY'S CLEANING SERVICES
(Cleaning Services - 2019)**

This AMENDMENT No. 1 ("Amendment") to the SERVICES AGREEMENT, dated October 17, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Familia Rios, LLC d/b/a Nelly's Cleaning Service ("Contractor"). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide cleaning services for the Agency (RFB '20/01/B).

Pursuant to Article 18, 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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Sixty-Nine Thousand Four Hundred Dollars and No Cents (\$69,400.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed One Hundred Thirty-Eight Thousand Eight Hundred Dollars and No Cents (\$138,800.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$69,400.00
AMENDMENT NO. 1	\$69,400.00
CONTRACT TO DATE	\$138,800.00

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Services attached hereto in Exhibit A.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on October 17, 2021, unless it is terminated sooner pursuant to Article 6 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, this 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.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Anna Hansen
Chairperson

10-15-20
Date:



ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Jesus Rios
Jesus Rios
Manager
Familia Rios, LLC
d/b/a Nelly's Cleaning Service

10.19.2020
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

10-16-2020
Date:

ATTACHMENT 3

Services Agreement with Nelly's Cleaning Service

ITEM # 19-0835
3201358

SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
NELLY'S CLEANING SERVICE
(Cleaning Services - 2019)

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("Agency") and Familia Rios, LLC d/b/a Nelly's Cleaning Service ("Contractor") for cleaning services as described in RFB No. '20/01/B and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. **SCOPE OF SERVICES**

The services subject to this Agreement are set forth in the Scope of Services attached hereto in Exhibit A, and all related Contract Documents, including Contractor's Bid for RFB No. '20/01/B.

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. **COMPENSATION**

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Sixty-Nine Thousand Four Hundred Dollars and No Cents (\$69,400.00).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed

statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Services attached hereto in Exhibit A.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

4. **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 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. **TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on October 17, 2020, unless it is terminated sooner pursuant to Article 6 below.

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.

6. **TERMINATION**

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the

date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if the Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery

schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

7. **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.

8. **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.

9. **CONFLICT OF INTEREST**

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.

10. **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.

11. 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.

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial 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 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 also 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.

13. 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 negligent 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.

14. 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.

15. 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.

16. 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.

17. 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 a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of 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.

20. 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.

21. 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.

22. NOTICES

A. Any notices 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
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Jesus Rios
General Manager
Nelly's Cleaning Service
65 Paseo C de Baca
Santa Fe, NM 87507
Fax: N/A
Email: nellyscleaningservice@hotmail.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. 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. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

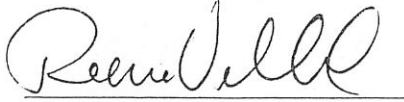
23. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

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, §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 kick-backs.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

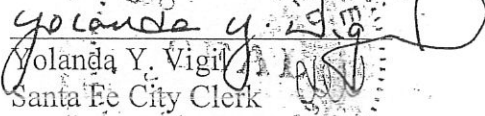
SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Renee Villarreal
Chairperson

10/17/19
Date:

ATTEST:


Yolanda Y. Vigil
Santa Fe City Clerk

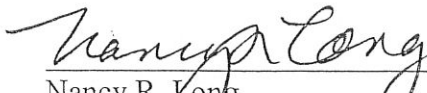
10-22-19
Date:

CONTRACTOR:


Jesus Rios
Manager
Familia Rios, LLC
d/b/a Nelly's Cleaning Service

10.21.19
Date:

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

10-17-19
Date:

EXHIBIT A

**Scope of Services
for
Nelly's Cleaning Service**

SCOPE OF SERVICES

CLEANING SERVICES FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

The Santa Fe Solid Waste Management Agency (Agency) aims to obtain the following goals for this Services Agreement:

The Agency has five buildings requiring cleaning services that are located at the Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT). Due to the nature of the operations performed at both the Landfill and BuRRT facility, staff, customers and vendors are exposed to fine dust, excessive dirt and mud as well as other materials that may have an impact on their health.

Contractor affirms that they have the expertise and the appropriate resources to perform the required cleaning services.

Contractor shall furnish all labor, materials, services, tools, and equipment necessary to perform the required cleaning services. Contractor shall have control over, and be solely responsible for, all means and methods needed to perform the cleaning services.

Contractor shall clean the following five buildings five days each week with noted exceptions:

- Caja del Rio Administration Building
 - Conference room
 - Two bathrooms
 - General office area
 - Two offices
- Caja del Rio Maintenance Shop Building
 - Supervisor's office
 - Break room
 - Two bathrooms
 - Parts room
 - Main equipment repair room floor, from the wall to the first bay (sweeping only).
- BuRRT Administration Building
 - Entire building with tiles including reception and hallways
 - Three offices
 - Two bathrooms
 - Kitchen
 - Conference room
- BuRRT HHW Collection Center Building (Once a week)
 - Office
 - Bathroom
- BuRRT Scale House (Once a week)
 - Office area

- Two bathrooms

The hours of operations at the Landfill are from 7:00 a.m. to 5:30 p.m., Monday through Saturday. The hours of operations at the BuRRT facility are from 7:00 a.m. to 5:30 p.m., Sunday through Saturday. For safety and security purposes, the cleaning services for Monday through Thursday must start at 5:30 p.m. The cleaning services for Sunday may start as early as 8:00 a.m. but no later than 5:30 p.m.

Contractor shall have reliable transportation to and from each facility.

The Agency shall provide all cleaning supplies to the Contractor. In order not to hinder cleaning services, Contractor shall make requests in advance for more cleaning supplies before running out of current supplies.

The Agency shall provide Contractor with keys to the locks for each facility's gates and office doors. Contractor shall ensure that all gates and doors are locked during and after each cleaning.

In the event of an emergency the Agency employs a security guard company on site that is available to Contractor. In addition to the security company, security cameras are installed throughout the facilities for everyone's safety.

The five-day cleaning schedule shall be Sunday through Thursday of each week. An alternate schedule will be considered when there is an observed holiday, other closure or a need by the Contractor for that work week.

Other than the Hazardous Household Waste (HHW) Collection Center and Scale House at the BuRRT facility, the Contractor shall perform the cleaning services outlined by the Agency every day. Contractor shall complete a Daily Cleaning Checklist attesting to the cleaning services performed. Contractor's notes may be added for the project manager's review (Appendix A).

Contractor shall be responsible for submitting monthly billing to the Agency. The Agency shall pay monthly billing within 30 days of receipt. No pre-payments for cleaning services provided are available.

Contractor is responsible for all applicable New Mexico gross receipts taxes associated with this Services Agreement and remitting the taxes to the New Mexico Taxation and Revenue Department.

A request by the Contractor for price adjustment is subject to approval by the Agency. Contractor shall submit to the Agency sufficient justification to support the Contractor's request.

APPENDIX A
Daily Cleaning Checklist

Daily Cleaning Checklist

This checklist must be initialed by the staff cleaning the selected buildings at both Caja del Rio (admin offices and maintenance shop – daily, 5 days per week, Sunday through Thursday) and Buckman Road Recycling and Transfer Station (admin offices – daily, 5 days per week, Sunday through Thursday; and the HHW Collection Center and BuRRT Scale House – once a week).

Cleaner Signature

Date

CHECKLIST MUST BE SUBMITTED DAILY FOR EACH FACILITY. COPIES SHOULD BE LEFT IN SPECIFIED OFFICES.

DAILY TASKS

All Buildings/Facilities

- Empty trash and replace liners. Leave all full bags by front doors.
- Collect all rubbish, papers, bottles etc. from front entrances and between buildings.
- High dust for cobwebs.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all horizontal surfaces.
- Clean all drinking fountains at a high level of sanitation
- Wipe clean all open areas on desks moving only light objects and replacing them. Do not move any paper work.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize all phone handles, doorknobs and light switches.
- Vacuum all carpets, mats and hard floors.
- Disinfect and wet-mop (no dust mop) all hard floors.
- Ensure all areas are cleaned and arranged in a tidy fashion prior to leaving.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entry ways leading to building, weather permitting.

Conference Rooms

- Disinfect and wipe down table and chairs.
- Vacuum and wet mop floors.
- Spot clean windows.

Kitchen Areas/Break Rooms

- High dust for cobwebs and dust light fixtures.
- Disinfect and wipe down all horizontal surfaces including tables, chairs and countertops.
- Tidy up items that are remaining on counters such as sweeteners, condiments, etc.
- Wipe down outsides of cabinets and clean sinks.
- Clean inside and outside of coffee pot(s) and microwave(s).
- Wipe fingerprints from light fixtures and door handles.
- Vacuum or clean seating areas of debris.
- Empty trash and replace liners. Leave all full bags by front doors.

Restrooms

- High dust for cobwebs and dust light fixtures.
- Empty trash bins, replace liners and wipe.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towel, hand dryers and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Disinfect and clean all urinal and toilets inside and out.
- Sweep and wet mop all floors with a disinfectant cleaner.
- Replenish toilet supplies (e.g., hand soap, paper towels, toilet paper) as needed to maintain an adequate supply at all times.

Shop (Caja del Rio)

- Sweep the first section of the shop floor from door to door.
- Dust, wet mop and clean the Parts Room.

WEEKLY TASKS

All Buildings/Facilities

- Clean all interior glass windows.
- Vacuum all air vents.
- Empty recycling bins. Leave all full bags by front doors.

HHW Building (BuRRT) – Office and Restroom Only

- Empty trash and replace liners. Leave full bags by front door.
- High dust for cobwebs and dust light fixtures.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all horizontal surfaces.
- Wipe clean all open areas on desks moving only light objects and replacing them. Do not move any paper work.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize phone handle, doorknobs and light switches.
- Disinfect and wet-mop (no dust mop) floors.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entry ways leading to building, weather permitting.
- Clean all interior glass windows.
- Vacuum air vents.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towel and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Disinfect and clean toilet inside and out.

BuRRT Scale House – Office and Restrooms Only

- Empty trash and replace liners. Leave full bags by front door.
- High dust for cobwebs and dust light fixtures.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.

- Disinfect/damp wipe all horizontal surfaces.
- Wipe clean all open areas on desks moving only light objects and replacing them. Do not move any paper work.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize phone handle, doorknobs and light switches.
- Disinfect and wet-mop (no dust mop) floors.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entry ways leading to building, weather permitting.
- Clean all interior glass windows.
- Vacuum air vents.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towel and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Disinfect and clean toilets inside and out.

QUARTERLY TASKS

All Buildings/Facilities

- Clean all exterior glass windows.

APPENDIX B

Fee Schedule

BID FORM

RFB No. '20/01/B

All Offerors MUST use the format provided

The attached bid shall include all activities described in the Scope of Services and Appendix A of this RFB.

<u>Item</u>	<u>Description*</u>
Cleaning Services	Five Days per Week for Three Buildings; One Day per Week for Two Buildings Cleaning Hours: 5:30 p.m. to 7:00 a.m., Sunday through Thursday.

Weekly Cleaning Services: Cost in Figures (Dollars and Cents) - Excluding Applicable

Taxes \$ 1,230.00

Weekly Cleaning Services: Cost in Words (Dollars and Cents) - Excluding Applicable Taxes

One Thousand Two Hundred Thirty and 00/100 dollars

* In the event of an Agency holiday or other closure, alternate arrangements will be made to maintain the same cleaning services.

The Santa Fe Solid Waste Management Agency reserves the right to alter quantities based on the availability of budget. If this will alter the bid amount, the Bidder must note the percent increase for lesser quantities.

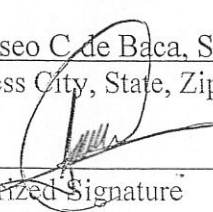
BIDDER'S INFORMATION

Familia Rios, Llc d/b/a: Nelly's Cleaning Service

Bidder-Firm/Company Name

65 Paseo C de Baca, Santa Fe, New Mexico 87507

Address City, State, Zip Code


Authorized Signature

Jesus Rios

Print Name

nellyscleaningservice@gmail.com

E-Mail Address

General Manager

Title

(505)795-6271

Telephone Number


September 24, 2019

Date

(505)982-8045

Fax Number

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director 
Date: October 15, 2021
Subject: Request for Approval of Amendment No. 2 to the Services Agreement with Rusty's Weigh Scales & Service, Inc. of Albuquerque, NM, for On-Call Truck Scale Calibration, Maintenance and Repair Services for the Santa Fe Solid Waste Management Agency (RFB No. '20/04/B)

SUMMARY

The Agency is requesting the Board approve Amendment No. 2 to the Services Agreement (Agreement) with Rusty's Weigh Scales & Service of Albuquerque, NM, for continued on-call truck scale calibration, maintenance, and repair services.

The Amendment will extend the term through October 17, 2022 (Year 3 of the Agreement). Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed four years.

BACKGROUND

The Agency operates four truck scales at Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT). Each scale is inspected, calibrated, and certified every calendar quarter to ensure compliance with the New Mexico Department of Agriculture requirements.

On September 16, 2019, the Agency issued Request for Bid No. '20/04/B for on-call truck scale calibration, maintenance and repair services. On October 17, 2019, the Board approved a Services Agreement with Rusty's Weigh Scales & Service for \$27,000.

Amendment No. 1 extended the term of the Agreement with Rusty's Weigh Scales & Service through October 17, 2021 (Year 2). The Amendment did not increase the compensation.

Funding remains available in 8100851.520300 and 8100852.520300 (Repair and Maintenance of Furniture/Fixtures/Equipment).

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 2 to the Agreement with Rusty's Weigh Scales & Service for continued on-call truck scale calibration, maintenance, and repair services.

The Agency also requests approval to extend the term of the Agreement to October 17, 2022.

Attachments: 1) Services Agreement – Amendment No. 2
2) Services Agreement – Amendment No. 1
2) Services Agreement with Rusty's Weigh Scales & Service

ATTACHMENT 1

Services Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
SERVICES AGREEMENT WITH
RUSTY'S WEIGH SCALES & SERVICE, INC.
(On-Call Truck Scale Calibration, Maintenance, and Repair - 2019)**

This AMENDMENT No. 2 ("Amendment") to the SERVICES AGREEMENT, dated October 17, 2019 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Rusty's Weigh Scales & Service, Inc. ("Contractor"). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide on-call truck scale calibration, maintenance, and repair services for the Agency (RFB No. '20/04/B).

Pursuant to Article 18, 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 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on October 17, 2022, unless it is terminated sooner pursuant to Article 6 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, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

2. 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 have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson, Joint Powers Board

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Patty Steinhouse
HR—DOT-Safety Director
Rusty's Weigh Scales & Service, Inc.

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT WITH
RUSTY'S WEIGH SCALES & SERVICE, INC.
(On-Call Truck Scale Calibration, Maintenance, and Repair - 2019)**

This AMENDMENT No. 1 ("Amendment") to the SERVICES AGREEMENT, dated October 17, 2019 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Rusty's Weigh Scales & Service, Inc. ("Contractor"). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide on-call truck scale calibration, maintenance, and repair services for the Agency (RFB No. '20/04/B).

Pursuant to Article 18, 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 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on October 17, 2021, unless it is terminated sooner pursuant to Article 6 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, this Agreement can be renewed annually, if agreed upon by the Agency and

Contractor.

2. 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 have executed this AMENDMENT No. 1 to the Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Anna Hansen
Chairperson

10-15-20
Date:



ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Patty Steinhouse
Patty Steinhouse
HR—DOT-Safety Director
Rusty's Weigh Scales & Service, Inc.

10-19-2020
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

10-16-2020
Date:

ATTACHMENT 3

Services Agreement with Rusty's Weigh Scales & Service

ITEM # 19-0852

SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
RUSTY'S WEIGH SCALES & SERVICE, INC.
(On-Call Truck Scale Calibration, Maintenance, and Repair - 2019)

3201387

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("Agency") and Rusty's Weigh Scales & Service, Inc., ("Contractor") for on-call truck scale calibration, maintenance, and repair services as described in RFB No. '20/04/B and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Services attached hereto in Exhibit A, and all related Contract Documents, including Contractor's Bid for RFB No. '20/04/B.

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. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Twenty-Seven Thousand Dollars and No Cents (\$27,000.00).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth on the Contractor's bid form in the Scope of Services attached hereto in Exhibit A.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

4. 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 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on October 17, 2020, unless it is terminated sooner pursuant to Article 6 below.

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.

6. TERMINATION

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if the Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable

from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

7. **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.

8. **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.

9. **CONFLICT OF INTEREST**

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.

10. **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.

11. 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.

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial 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 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 also 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.

13. 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 negligent 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.

14. 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.

15. 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.

16. **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.

17. **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 a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. **AMENDMENT**

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. **SCOPE OF AGREEMENT**

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of 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.

20. 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.

21. 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.

22. NOTICES

A. Any notices 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
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Patty Steinhouse
HR-DOT-Safety Director
Rusty's Weigh Scales and Service, Inc.
408 N. Interstate 27
Lubbock, TX 79403
Fax: (806) 741-1445
Email: p.steinhouse@rustysweigh.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to

have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. 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. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

23. WARRANTY

All services, equipment, materials, parts or supplies provided by Contractor shall be covered by the most favorable commercial warranty, as indicated in the Contract Documents, including the Contractor's bid. The warranty shall begin when the Agency accepts deliverables from the Contractor. The warranty contract shall be solely with the Contractor and the Contractor shall be responsible for ensuring all warranty work is satisfactorily completed on any product under this Agreement. The Contractor shall respond to all requests for warranty repair within three (3) hours of notification by the Agency.

24. 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, §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 kick-backs.


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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Renee Villarreal
Chairperson

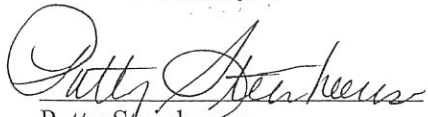
10/17/19
Date:

ATTEST


Yolanda Y. Vigil
Santa Fe City Clerk

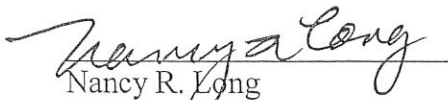
11-4-19
Date:

CONTRACTOR:


Patty Steinhouse
HR-DOT-Safety Director
Rusty's Weigh Scales & Service, Inc.

10-25-19
Date:

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

10-17-19
Date:

EXHIBIT A

Scope of Services
for
Rusty's Weigh Scales & Service, Inc.

FEE SCHEDULE

BID FORM RFB No. '20/04/B

All Bidders *MUST* use the format provided. Costs included with this bid will be held for four (4) years. Fuel Surcharges are to be excluded from the bid price.

The attached bid shall include all activities described in the Scope of Services of this RFB.

Item	Description	Unit	Cost (\$)
1	Inspection, calibration, and certification at Landfill – 2 scales	per quarter	\$700
2	Inspection, calibration, and certification at BuRRT – 2 scales	per quarter	\$700
3	Labor for non-emergency/routine work/repair - at location	per hour	1-man \$110 2-man \$195
4	Travel time for non-emergency/routine work/repair	per hour	1-man \$110 2-man \$195
5	Mobilization/Travel Mileage - service/calibration truck for non-emergency/routine work/repair	per mile	Pickup \$1.55 HD TT \$3.75
6	Discount from manufacturer's list price on parts	percent	5%
7	Labor for emergency work/repair – at location	per hour	1-man \$110 2-man \$195
8	Travel time for emergency work/repair	per hour	1-man \$110 2-man \$195
9	Mobilization/Travel Mileage - service/calibration truck for emergency work/repair	per mile	Pickup \$1.55 HD TT \$3.75

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director
Date: October 21, 2021
Subject: Request for Approval of 2022 Meeting Calendar

RLK

Staff is requesting the Board approve the following dates for JPB meetings for the 2022 calendar year. The JPB meetings are the third Thursday of each month. Staff is also requesting the Board to approve that the JPB have a regular meeting time of 5:00 p.m. Meeting place to be determined. If approved by the Board, staff will notify City and County staff to place the dates on their meeting calendars.

Calendar Year 2022
January - No Meeting
February 17
March 17
April 21
May 19
June 16
July 21
August 18
September 15
October 20
November 17
December - No Meeting