



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:

0000138295

TACenergy, LLC

701 Robison Road

Texarkana, TX 75501

Email: sales@tacenergy.com

Telephone No. 972-807-7873 / 800-808-6500

Number: **10-80500-20-16872**

Amendment No.: **Three**

Term: **May 28, 2021 – May 27, 2023**

Ship To:

**All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.**

Procurement Specialist: **Yulastuti Wulandari** *yw*

Telephone No.: **505-469-2248**

Email: **Yulastuti.Wulandari@state.nm.us**

Invoice:

As Requested at time of order

**For questions regarding this contract please contact:
India Garcia 505-690-7383**

Title: **Bulk Fuel**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Change of vendor's name as follows:

From:

(AF) 0000138295

Truman Arnold Companies DBA TAC Energy

To:

(AF) 0000138295

TACenergy, LLC

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 5/11/2022

Mark Hayden, New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

MM

Certificate Of Completion

Envelope Id: B618A906F7AF440BB51E2141DCA68E9E

Status: Completed

Subject: 10-80500-20-16872 A003 Bulk Fuel

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Yulastuti Wulandari

AutoNav: Enabled

13 Bataan Blvd

Envelopeld Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Yulastuti.Wulandari@state.nm.us

IP Address: 98.60.114.84

Record Tracking

Status: Original

Holder: Yulastuti Wulandari

Location: DocuSign

5/11/2022 3:59:41 PM

Yulastuti.Wulandari@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Natalie Martinez

Natalie.Martinez1@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Sent: 5/11/2022 4:02:24 PM

Viewed: 5/11/2022 4:28:51 PM

Signed: 5/11/2022 4:28:54 PM

Signature Adoption: Pre-selected Style

Signed by link sent to

Natalie.Martinez1@state.nm.us

Using IP Address: 164.64.125.177

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Yulastuti Wulandari

yulastuti.wulandari@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Sent: 5/11/2022 4:28:55 PM

Viewed: 5/11/2022 4:59:44 PM

Signed: 5/11/2022 4:59:56 PM

Signature Adoption: Pre-selected Style

Signed by link sent to

yulastuti.wulandari@state.nm.us

Using IP Address: 174.205.172.2

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk

valerie.paulk@state.nm.us

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

Sent: 5/11/2022 4:59:57 PM

Viewed: 5/11/2022 5:01:45 PM

Signed: 5/11/2022 5:02:08 PM

Signature Adoption: Pre-selected Style

Signed by link sent to valerie.paulk@state.nm.us

Using IP Address: 67.0.255.220

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/11/2022 4:02:24 PM
Certified Delivered	Security Checked	5/11/2022 5:01:45 PM
Signing Complete	Security Checked	5/11/2022 5:02:08 PM
Completed	Security Checked	5/11/2022 5:02:08 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
8 Vendors

Number: **10-80500-20-16872**

Amendment No.: **Two**

Term: **May 28, 2021 – May 27, 2023**

Ship To:

All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: **Yulastuti Wulandari** *yw*

Telephone No.: **505-469-2248**

Email: **Yulastuti.Wulandari@state.nm.us**

Invoice:

As Requested at time of order

**For questions regarding this contract please contact:
India Garcia 505-690-7383**

Title: **Bulk Fuel**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from May 28, 2022 to May 27, 2023 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 4/15/2022

Mark Hayden, New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**

Certificate Of Completion

Envelope Id: 61A4CAB6BB654CB5BD01F0ECD086833D

Status: Completed

Subject: 10-80500-20-16872 A002 Bulk Fuel

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Yulianti Wulandari

AutoNav: Enabled

13 Bataan Blvd

Enveloped Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Yulianti.Wulandari@state.nm.us

IP Address: 76.127.28.25

Record Tracking

Status: Original

Holder: Yulianti Wulandari

Location: DocuSign

4/14/2022 4:26:25 PM

Yulianti.Wulandari@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Natalie Martinez



Sent: 4/14/2022 4:28:40 PM

Natalie.Martinez1@state.nm.us

Viewed: 4/14/2022 4:29:25 PM

New Mexico General Services

Signed: 4/14/2022 4:29:29 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Signed by link sent to

Natalie.Martinez1@state.nm.us

Using IP Address: 207.155.51.248

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Yulianti Wulandari



Sent: 4/14/2022 4:29:30 PM

yulianti.wulandari@state.nm.us

Viewed: 4/14/2022 4:37:25 PM

New Mexico General Services

Signed: 4/14/2022 4:37:31 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Signed by link sent to

yulianti.wulandari@state.nm.us

Using IP Address: 76.127.28.25

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk



Sent: 4/14/2022 4:37:33 PM

valerie.paulk@state.nm.us

Viewed: 4/15/2022 12:14:36 AM

Signed of Behalf of State Purchasing Agent

Signed: 4/15/2022 12:14:57 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Signing Group: 35000 - State Purchasing Agent

Signed by link sent to valerie.paulk@state.nm.us

Security Level: Email, Account Authentication
(None)

Using IP Address: 97.123.181.251

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/14/2022 4:28:40 PM
Certified Delivered	Security Checked	4/15/2022 12:14:36 AM
Signing Complete	Security Checked	4/15/2022 12:14:57 AM
Completed	Security Checked	4/15/2022 12:14:57 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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B. Obtaining paper copies

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C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

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E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

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<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

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By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
8 Vendors

Number: **10-80500-20-16872**

Amendment No.: **One**

Term: **May 28, 2021 – May 27, 2022**

Ship To:
**All State of New Mexico agencies, commissions,
institutions, political subdivisions and local
public bodies allowed by law.**

Procurement Specialist: **Yulastuti Wulandari** *yw*

Telephone No.: **(505) 469-2248**

Email: **Yulastuti.Wulandari@state.nm.us**

Invoice:
As Requested at time of order

For questions regarding this contract please contact:
India Garcia (505) 690-7383

Title: Bulk Fuel

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

- **Add vendor ID No. 0000150172 for vendor Rolfson Oil, LLC (AD)**
- **Item No. 31 was advertently stated twice on Page 20**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 6/8/2021

Mark Hayden, New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**

Mu



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
8 Vendors (see page-6)

Price Agreement Number: **10-80500-20-16872**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See page-6**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: **Yulastuti Wulandari** *YW*

Telephone No.: **(505) 469-2248**

Email: **Yulastuti.Wulandari@state.nm.us**

Invoice:
As Requested at time of order

For questions regarding this agreement please contact:
India Garcia (505) 690-7383

Title: **Bulk Fuel**

Term: **May 28, 2021 thru May 27, 2022**

This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Mark Hayden, New Mexico State Purchasing Agent

Date: 5/27/2021

× **This Agreement was signed on behalf of the State Purchasing Agent**

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-2

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-3

subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-4

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-5

Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-6

Awarded Vendors:

(AA) 0000049243

Franken Oil Distributing Company
PO Box 1146
Las Vegas, NM 87701
Phone: 505-425-6768
Email: frankenoil@newmexico.com

Delivery: As Requested; Following Day excluding Sat, Sun, Holidays

(AB) 0000047534

Hodges Oil Co., Inc.
PO Box 698
201 West Reinken Ave.
Belen, NM 87002
Phone: 505-864-8611
Email: alex.h@hodgesoilco.com
hodgesoilco@hodgesoilco.com

Delivery: As Requested; As per bid guidelines, outlined in paragraph 1,
Page 10

(AC) 0000149836

McSpadden Enterprises LLC
DBA Short Co
PO Box 310
Lordsburg, NM 88045
Phone: 575-542-9341
Email: emcspadden@smithfordlordsburg.com

Delivery: As Requested

(AD) Not in SHARE

Rolfson Oil, LLC
8361 N Rampart Range Rd.
Suite B208
Littleton, CO 80125
Phone: 720-598-1055
Email: orders@rolfsonoil.com

Delivery: FOB Destination; As Requested

(AE) 0000145968

Senergy Petroleum LLC
Remit Address: Wells Fargo, N.A.
PO Box 63020
San Francisco, CA 94163
Phone: 505-345-9029
Email: orders@gosenergy.com

Delivery: As Requested

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-7

(AF) 0000138295

Truman Arnold Companies
DBA TAC Energy
100 Crescent Court Suite 1600
Dallas, TX 75201
701 S. Robison Road
Texarkana, TX 75501
Phone: 972-807-7873 / 800-808-6500
Email: sales@tacenergy.com

Delivery: As requested, preferably with a least 24 hour notice

(AG) 0000048374

Wakefield Oil Co Inc.
Goodman Factors
PO Box 29647
Dallas, TX 75229-9647
Phone: 575-622-4160
Email: ghansen@wakefieldoil.com

Delivery: fuel truck

(AH) 0000126725

World Fuel Services
DBA World Fuel Services
PO Box 660
Alamosa, CO 81101
Phone: 719-588-2773
Email: cmortensen@wfscorp.com

Delivery: As Requested

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-8

Specifications:

Establish a statewide Price Agreement for the purchase and delivery of Bulk Fuels, Gasoline, Oxygenated Unleaded and Diesel for various locations for the New Mexico Department of Transportation (NMDOT).

This Price Agreement is applicable and available for use by New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies. Vendor is to take note that NMDOT has precedent for the usage of this Price Agreement and Fuel.

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Bidding Information:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

Method of Award:

Method of award shall be to multiple Vendors. Award will be based prices and on delivery to all of the New Mexico Department of Transportation (NMDOT) locations identified in this Price Agreement. As well as for all fuel types (if applicable) for each patrol location.

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery.

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. The State of New Mexico does not guarantee any amount will be purchased.

Vendor to indicate price per gallon for deliveries in ten (10) mile increments beyond the patrol yards listed _____ per mile.

There will be a demurrage fee of _____ charged to the ordering agency for downtime in excess of 15 minutes waiting to unload fuel or leave premises.

User agency may be charged a \$_____ flat rate for orders that are less than 70% of tank capacity.

Bidders **are required to submit bids** on all the required fuels for each specific delivery location, (i.e. if a particular location requires unleaded and diesel, bidder shall offer a bid price for each type of fuel).

Bidders **must submit with their bid the attached Lobbying Certification Form.**

Product Specifications:

Specifications shall indicate manufacturer's maximum allowable sulfur content.

Any aftermarket additive used shall be identified by brand or trade name and manufacturer's specifications provided with the bid. An additive, if used, shall be Environmental Protection Agency (EPA) approved, and

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-9

compatible with the refiner's product. Additives which increase emissions of sulphur and other substances proven to damage the environment which are disallowed by EPA regulations will not be accepted. **Vendors shall provide descriptive literature of additive with their bid documents.**

Fuels shall have a high level of detergent additive as recommended for engines equipped with fuel injection systems. **Alcohol or alcohol blended fuels are not allowed in diesel fuels only.**

1) Regular unleaded gasoline, ASTM designation D439, SAE J312 (most recent issues) with a minimum octane rating of 86 minimum (r+m/2 method).

2) No. 1 diesel fuel, ultra-low sulphur diesel (ULSD), ASTM designation D975, SAE J313, (most recent issue) with a minimum cetane number of 40, maximum of 0.05 weight percent of sulphur, aromatic content of 35 volume percent maximum, viscosity of min. 1.3 and max. of 2.4, distillation of max. 288, carbon residue of approx. 0.15 and cloud point of -20 degree Celsius minimum and -40 degree Celsius maximum.

Note: Random sample tests for all diesel fuels may be performed at time of delivery to ensure the fuel meets specifications.

3) No. 2 diesel fuel, ultra-low sulphur diesel (ULSD), ASTM designation D975, SAE J313, (most recent issue) with a minimum cetane number of 40, maximum of 0.05 weight percent of sulphur, maximum aromatic content of 35 volume percent, viscosity of min. 1.9 and max. 4.1, distillation of min. 282 and max. of 338, carbon residue of 0.35 approx. Cloud point of min. of -20 degree Celsius and max. of 40 degree Celsius.

Both diesel No. 1 and No. 2 shall be:

Free of visible evidence of the blue dye 1.4 dialkylamine anthraquinone. Dye solvent red 164 or clear (white) low sulphur diesel fuel is acceptable; however the vendor is solely responsible for filling and obtaining any applicable IRS refunds if clear taxable fuel is provided. If dye solvent red 164 diesel is provided, vendor is solely responsible for all confirmation and documentation (ref. Paras. 2.1.5 and 3.2), required by EPA and IRS.

Diesel fuels shall meet ASTM D-1552 for sulphur test, ASTM D482 for ash content, and the standards published in SAE HS-23 (or most recent issues).

Diesel fuel winter additive and unleaded oxygenated fuel may be required for the months of November through March. Fuel manufactured for use during these months is acceptable, SAE D975 (most recent issues).

Fuels provided under this price agreement shall be free from contamination.

Diesel fuel: vendor must supply a letter from their distributor stating fuel is the same fuel.

Orders & Delivery:

Fuel quantity shall be measured by the gross gallon, with a metered delivery truck bearing a current New Mexico Department of Agriculture approval seal.

Vendors not using metered trucks are grounds for termination.

Delivery locations and storage tank capacities are identified in this Price Agreement. The NMDOT reserves the right to inspect bulkheads and meter measure contents of any tanks before, at the time of and/or after delivery. Above ground tanks have been identified within this agreement. Vendors shall be prepared, upon delivery, for pumping into these types of tanks.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-10

All deliveries shall be made within twenty-four (24) hours after receipt of order (phone or written), excluding Saturdays and Sundays, state and federal holidays observed by the NMDOT. Vendor is required to deliver requested fuel amount in one trip.

Notwithstanding the existence of this agreement, the State of New Mexico and/or its political sub-divisions reserve the right to order any item(s) required for emergency purpose from any party who can deliver such item(s) to meet the requirements of the user, without waiving or voiding any of the terms of this agreement.

All prices shall be F.O.B. Destination to the delivery location designated by NMDOT or user agency. Vendors shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor.

The vendor shall be responsible for all spillage which may occur during transit and unloading operations. The vendor shall immediately report spillage to NMDOT or user agency and clean up the spillage according to EPA <https://www.epa.gov/gasoline-standards> and state guidelines and requirements.

After contamination is discovered the vendor shall be responsible for removal of the fuel(s) from the NMDOT or user agency's property within twenty-four (24) hours. The vendor shall also be responsible for all cleanup required to all the NMDOT or user agency's property, storage facilities, and equipment as a result of noncompliance with specifications. Furthermore, the vendor shall be fully responsible for any and all costs incurred by the NMDOT or user agency for any equipment sustaining damage, which is attributed to a contaminated fuel(s), which the vendor delivered.

Taxes:

The New Mexico Department of Transportation and user agencies are exempt from paying federal excise taxes on gasoline and shall not reimburse the contractor for any such expenses. Federal excise taxes shall be the sole responsibility of the contractor. The contractor shall be entitled to any credit or refund of excise taxes paid that is permitted under section 6416 of the Internal Revenue Code of 1986. <https://www.law.cornell.edu/uscode/text/26/6416>

Pricing Structure

Price(s) bid shall be on a per gallon completed delivered price. Vendor's mark-up price shall include all vendor's costs. State gasoline tax, reservation and loading fee taxes to be added to invoice as separate item at time of delivery.

Any applicable tax shall be added to invoice only if vendor is liable for tax.

The Oil Price Information Service (O.P.I.S.) average price will be added by the NMDOT at time of delivery and should not be included in your bid offering.

Therefore, include only the items listed above in your bid. **Do Not** include the O.P.I.S. rack price.

Reminder to Vendors:

All bids must be submitted to the 4th decimal, including even numbered price(s) being bid; for example: a 5 cent price would be expressed as .0500 not .05.

All prices shall be based on the date of delivery and not on the date on which the order was placed.

All prices offered shall include all costs incurred in the delivery to the NMDOT or user agency storage tanks.

Price verification and calculation will be based on the 4:00 p.m. closing price(s) of the O.P.I.S. daily average.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-11

Posted Terminal Price:

Bidder shall select a refiner's depot that will be used to supply fuel to the specified destinations on the ITB. Failure to supply the above requested information on the ITB may be grounds for bid disqualification, or cancellation of the purchase order without further cause.

If using more than one depot list them all. Refiner's depot(s):

- (AA) Albuquerque NM - Phillips 66 Terminal**
- (AB) Phillips 66; Holly Frontier**
- (AC) El Paso, TX**
- (AD) Holley Refinery - Artesia, Magellan – Odessa**
- (AE) Kinder Morgan, Tesoro, Holly Frontier**
- (AF) Holly Frontier, NuStar, Magellan, Western Refining**
- (AG) Holly Frontier, Navajo Refinery Artesia**
- (AH) Alamosa, CO / Albuquerque, NM / Moriarty, NM / Bloomfield, NM**

Posted terminal price documentation, verifying posted price shall be furnished with all invoices. Refinery depot must be clearly stated on oil price information service (O.P.I.S.) rack sheet and rack sheet shall bear O.P.I.S. logo.

Invoices:

Invoices shall be accompanied by a copy of all specified posted terminal price document(s) which shall be dated the same date as the fuel delivery day.

Invoices not supported by all specified terminal price document(s) will be retained, and payment held in abeyance, until the required documentation is received. Failure to supply all specified posted terminal price documentation may be grounds for non-issuance of future purchase orders or termination of price agreement in its entirety.

Agency shall not be responsible for supplying the O.P.I.S. rack price sheet.

Should the vendor's business name change, or should the vendor's business be sold, transferred to, or assumed by a second party, written notification of the change should be provided to the New Mexico Department of Transportation by all vendor parties involved, no later than 30 calendar days from the date of change. A detailed letter for the vendor that sold the business indicating buyer and a detailed letter from said buyer accepting the Terms, prices and Specifications in the Awarded Price Agreement. Failure to provide notification of the aforementioned change(s), within 30 calendar days of the change, may be grounds for purchase order cancellation without further cause.

Payment Provisions:

Within fifteen (15) days after the date NMDOT or user agency receives written notice from the Vendor that payment is requested for services, construction or items of tangible personal property delivered on site and received, NMDOT or user agency shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If NMDOT or user agency finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Vendor that payment is requested, provide to the Vendor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Vendor may proceed to provide remedial action.

Upon certification by NMDOT or user agency that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Vendor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-12

the unpaid balance due on the contract to the Vendor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Vendor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by NMDOT or user agency.

The Vendor agrees to comply with state laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If Vendor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately

Markup Price:

Evaluation shall be strictly on bidder(s) markup price for each item/location bid.

The NMDOT will add vendor's markup price to O.P.I.S. rack price to determine total cost per gallon at time of delivery.

Example:

Daily average O.P.I.S. rack price on date of delivery 0.7500

Vendor markup price to include freight, delivery costs, overhead and profit, etc. 0.1900

Taxes - loading fee, reservation, state tax total

Any applicable taxes shall be added to invoice as a separate item.

Service trucks may be fueled by vendor closest to job site.

Billing Locations and Contacts:

Each vendor is required to request the proper district or general office billing location or email address upon the order to ensure prompt and efficient payment from our department. Incorrect billings may cause delays in payment as each district manager their own respective fuel budgets:

NMDOT District One (1)
Purchasing Section
2912 East Pine Street
Deming, NM 88030
Contact: Melissa Torres (575) 640-8042

NMDOT District Two (2)
Purchasing Section
4505 West Second Street
P.O. Box 1457
Roswell, NM 88202-1457
Contact: Moises Garcia (575) 500-2507
Submit Invoice to: NMDOT-#D2_Purchasing@state.nm.us

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-13

NMDOT District Three (3)
Purchasing Section
7500 Pan American Freeway NE (87109)
P.O. Box 91750
Albuquerque, NM 87199-1750
Contact: William Morrow (505) 218-3146

NMDOT District Four (4)
Purchasing Section
South Highway 85
P.O. Box 10
Las Vegas, NM 87701
Contact: Leslie Vigil (505) 652-6705

NMDOT District Five (5)
Purchasing Section
7315 Cerrillos Road
P.O. Box 4127
Santa Fe, NM 87507-4127
Contact: Lawrence Martinez (505) 629-8354
Submit Invoice to: NMDOT-#D2_Purchasing@state.nm.us

NMDOT District Six (6)
Procurement Section
1919 Pinion Drive
P.O. Box 2160
Milan, NM 87021-5878
Contact Person: Michael Neely (505) 240-5202

NMDOT Training Academy Roswell, (G.O.)
Training Director
735 Earl Cummings Loop
P.O. Box 8578
Roswell, NM 88202-5878
Contact: Patricia Hairston (575) 637-7840

NMDOT General Office (G.O.) Service Center
Purchasing Section
1120 Cerrillos Road
P.O. Box 1149
Santa Fe, NM 87504-1149
Contact: Ramon Nevarez (505) 827-5660

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-14

**FEDERAL TRANSIT ADMINISTRATION (FTA)
REQUIRED CLAUSES**

1. Termination for Cause.

The Department has the option to terminate this Agreement if the Contractor fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Contractor's breaches on which the termination is based.

The Department may provide the Contractor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Contractor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Contractor has not begun and proceeded in good faith to correct the breach, the Department may declare the Contractor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Contractor shall return the Program equipment as specified in *Section 1. Scope of the Program*.

2. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Contractor shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Contractor shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Price Agreement.

3. Breach and Dispute Resolution.

Disputes which cannot be resolved informally by the parties shall be decided in writing by the New Mexico State Purchasing Director. The Contractor has ten (10) days from receipt of the decision to file a written appeal with the New Mexico State Purchasing Director. Upon appeal, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the New Mexico State Purchasing Director on appeal shall be binding.

4. Lobbying.

A contractor receiving \$100,000.00 or more of federal funds shall file the Lobbying Certification required by [49 C.F.R. Part 20, "New Restrictions on Lobbying."](#) The Lobbying Certification is attached. The Contractor must certify that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

If the Contractor hires a third-party contractor, the contractor must provide the Lobbying Certification to the Contractor. Each tier below the contractor shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Contractor.

5. Clean Water and Air Requirements.

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the [Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq.](#), and the [Clean Air Act, 42 U.S.C. Sections 7401 et seq.](#) The Contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-15

- B. The Contractor agrees to include these requirements in each contract or subcontract exceeding \$100,000.00 and financed in whole or in part with federal assistance provided by the FTA.

6. Debarment and Suspension.

[Executive Order No. 12549](#), “Debarment and Suspension of Participants in Federal Programs,” February 18, 1986, 31 U.S.C. Section 6101 note, as amended by [Executive Order No. 12689](#), “Debarment and Suspension,” August 16, 1989, 31 U.S.C. Section 6101 note, as implemented by [2 C.F.R. Part 180](#), subpart C, as adopted and supplemented by U.S. DOT regulations at [2 C.F.R. Part 1200](#) prohibits FTA contractors from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Contractors shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The Contractor is required to verify that none of the Contractor’s principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Contractor agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Department so that it can notify the Federal Government. The Contractor must include a similar notification requirement in its third-party agreements and must require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. Sections [180.220](#) and [1200.220](#). The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

Items:

Item	Approx. Qty.	Unit	Article and Description	Unit Price
DISTRICT 1				
001	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Animas Patrol Yard, NM 9 mile marker 14.9, Animas, NM Estimated Annual Usage: 4,000 gal.	(AC) \$0.2400 (AE) \$0.2395

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-16

Item	Approx. Qty.	Unit	Article and Description	Unit Price
002	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Animas Patrol Yard, NM 9 mile marker 14.9, Animas, NM Estimated Annual Usage: 6,000 gal.	(AC) \$0.2400 (AE) \$0.2395
003	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Anthony Patrol Yard, NM, 3200 Anthony Drive, Anthony, NM Estimated Annual Usage: 16,000 gal.	(AE) \$0.9950
004	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Anthony Patrol Yard, NM 3200 Anthony Drive, Anthony, NM Estimated Annual Usage: 6,000 gal.	(AE) \$0.1050
005	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Cliff Patrol Yard, US 180 mile marker 81.7, Cliff, NM Estimated Annual Usage: 8,000 gal.	(AE) \$0.3000
006	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Cliff Patrol Yard, US 180 mile marker 81.7, Cliff, NM Estimated Annual Usage: 11,000 gal.	(AE) \$0.3100
007	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Deming Patrol Yard, 2912 E. Pine Street, Deming, NM Estimated Annual Usage: 14,000 gal.	(AC) \$0.2000 (AE) \$0.1400
008	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Deming Patrol Yard, 2912 E. Pine Street, Deming, NM Estimated Annual Usage: 14,000 gal.	(AC) \$0.2000 (AE) \$0.1400

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-17

Item	Approx. Qty.	Unit	Article and Description	Unit Price
009	1	Gallon	6,000 Gallon Tank, Aboveground, Unleaded Fuel, Deming Service Center, 2912 E. Pine Street, Deming, NM Estimated Annual Usage: 35,000 gal.	(AC) \$0.2000 (AE) \$0.0320 (AF) \$0.0623
010	1	Gallon	6,000 Gallon Tank, Aboveground, Diesel Fuel, Deming Service Center, 2912 E. Pine Street, Deming, NM Estimated Annual Usage: 31,000 gal.	(AC) \$0.2000 (AE) \$0.0350 (AF) \$0.0673
011	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Hachita Patrol Yard, Junction NM 146 & NM 9, Hachita, NM Estimated Annual Usage: 2,000 gal.	(AC) \$0.2800 (AE) \$0.2700
012	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Hachita Patrol Yard, Junction NM 146 & NM 9, Hachita, NM Estimated Annual Usage: 2,000 gal.	(AC) \$0.2800 (AE) \$0.2700
013	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Hatch Patrol Yard, 623 Fanklin Street, Hatch NM Estimated Annual Usage: 15,000 gal.	(AE) \$0.2300
014	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Hatch Patrol Yard, 623 Fanklin Street, Hatch NM Estimated Annual Usage: 15,000 gal.	(AE) \$0.2300
015	1	Gallon	1,000 Gallon Tank Aboveground Diesel Fuel, Hillsboro NM, NM 152 MM 47.92 West of Hillsboro NM	(AE) \$0.3000

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-18

Item	Approx. Qty.	Unit	Article and Description	Unit Price
016	1	Gallon	6,000 Gallon Tank, Aboveground, Unleaded Fuel, Las Cruces Solano Yard, 750 N. Solano, Las Cruces, NM Estimated Annual Usage: 25,000 gal.	(AE) \$0.0250 (AF) \$0.0335
017	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Las Cruces Patrol Yard, 8070 Bataan Memorial East, Las Cruces, NM Estimated Annual Usage: 25,000 gal.	(AE) \$0.1300
018	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Las Cruces Patrol Yard, 8070 Bataan Memorial East, Las Cruces, NM Estimated Annual Usage: 25,000 gal.	(AE) \$0.1300
019	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Lordsburg Patrol Yard, 2250 East Old US 70, Lordsburg, NM Estimated Annual Usage: 18,000 gal.	(AC) \$0.2800 (AE) \$0.3595
020	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Lordsburg Patrol Yard, 2250 East Old US 70, Lordsburg, NM Estimated Annual Usage: 11,000 gal.	(AC) \$0.2800 (AE) \$0.3595
021	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Magdalena Patrol Yard, 115 N. Main Street, 2 Blocks North of US 60, MM 112.5, Magdalena, NM Estimated Annual Usage: 5,000 gal.	(AB) \$0.1200 (AE) \$0.0900
022	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Magdalena Patrol Yard, 115 N. Main Street, 2 Blocks North of US 60, MM 112.5, Magdalena, NM Estimated Annual Usage: 14,000 gal.	(AB) \$0.1250 (AE) \$0.0900

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-19

Item	Approx. Qty.	Unit	Article and Description	Unit Price
023	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Silver City Patrol Yard, 5274 NM 152 Hanover, NM. Estimated Annual Usage: 15,000 gal.	(AE) \$0.2600
024	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Silver City Patrol Yard, 5274 NM 152 Hanover, NM Estimated Annual Usage: 11,000 gal.	(AE) \$0.2500
025	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Socorro Patrol Yard, NM, 2399 S Hwy 85 NM 1 MM 60.4, Socorro, NM Estimated Annual Usage: 16,000 gal.	(AB) \$0.0850 (AE) \$0.0600
026	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Socorro Patrol Yard, NM, 2399 S Hwy 85 NM 1 MM 60.4, Socorro, NM Estimated Annual Usage: 32,000 gal.	(AB) \$0.0875 (AE) \$0.0750
027	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Williamsburg Patrol Yard, 611 Michigan Street, Williamsburg, NM Estimated Annual Usage: 13,000 gal.	(AE) \$0.2000
028	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Williamsburg Patrol Yard, 611 Michigan Street, Williamsburg, NM Estimated Annual Usage: 16,000 gal.	(AE) \$0.2200
029	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Winston Patrol Yard, NM NM & Broadway, NM 52 mile marker 28.4, Winston, NM Estimated Annual Usage: 5,000 gal.	(AE) \$0.4900

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-20

Item	Approx. Qty.	Unit	Article and Description	Unit Price
030	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Winston Patrol Yard, NM NM & Broadway, NM 52 mile marker 28.4, Winston, NM Estimated Annual Usage: 10,000 gal.	(AE) \$0.4900
031	1	Gallon	200 Gallon Tank mobile Tank Unleaded Fuel, Sealing Crew Traveling 2912 East Pine St, Deming NM	(AC) \$0.3000 (AE) \$3.5000
031	1	Gallon	200 Gallon Tank mobile Tank Unleaded Fuel, Sealing Crew Traveling 2912 East Pine St, Deming NM	(AC) \$0.3000 (AE) \$3.5000
032	1	Gallon	1,000 Gallon Tank mobile Tank Diesel Fuel, Sealing Crew Traveling 2912 East Pine St, Deming NM	(AC) \$0.3000 (AE) \$0.8500
033	1	Gallon	1,000 Gallon Tank mobile Tank Diesel Fuel, Heavy Maint Traveling 2912 East Pine St, Deming NM	(AC) \$0.3000 (AE) \$0.8500
DISTRICT 2				
034	1	Gallon	500 Gallon Tank, Aboveground, Diesel Fuel, Alto Patrol Yard, SR 532 mile post 3, Alto, NM Estimated Annual Usage: 7,000 gal.	(AD) \$0.4900 (AE) \$0.4000 (AG) \$0.1544
035	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Artesia Patrol Yard, 3103 W. Main 2-1/2 mile west of Jct. US 82/US 285, Artesia, NM Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.0900 (AG) \$0.1352
036	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Artesia Patrol Yard, 3103 W. Main 2-1/2 mile west of Jct. US 82/US 285, Artesia, NM Estimated Annual Usage: 20,800 gal.	(AD) \$0.4900 (AE) \$0.0900 (AG) \$0.1352
037	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Capitan Patrol Yard, 131 Main Road, Capitan, NM Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.2952 (AG) \$0.1352

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-21

Item	Approx. Qty.	Unit	Article and Description	Unit Price
038	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Capitan Patrol Yard, 131 Main Road, Capitan, NM Estimated Annual Usage: 20,800 gal.	(AD) \$0.4900 (AE) \$0.3152 (AG) \$0.1352
039	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Carlsbad Patrol Yard, 2504 S. Canal, North of Jct. US 62/180, Carlsbad, NM Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.0900 (AG) \$0.1452
040	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Carlsbad Patrol Yard, 2504 S. Canal, North of Jct. US 62/180, Carlsbad, NM Estimated Annual Usage: 20,800 gal.	(AD) \$0.4900 (AE) \$0.0900 (AG) \$0.1452
041	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Carrizozo Patrol Yard, 12449 US Hwy 54, Carrizozo, NM Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.2200 (AG) \$0.1852
042	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Carrizozo Patrol Yard, 12449 US Hwy 54, Carrizozo, NM Estimated Annual Usage: 20,800 gal.	(AD) \$0.4900 (AE) \$0.2200 (AG) \$0.1852
043	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, 1100 A East Brady SE Clovis, Clovis, NM Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.3000
044	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, 1100 A East Brady SE Clovis, Clovis, NM Estimated Annual Usage: 10,000 gal.	(AD) \$0.4900 (AE) \$0.3000

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-22

Item	Approx. Qty.	Unit	Article and Description	Unit Price
045	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Corona Patrol Yard, NM 247 mile marker 2, Corona, NM Estimated Annual Usage: 20,800 gal.	(AD) \$0.4900 (AE) \$0.1380 (AG) \$0.1859
046	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Corona Patrol Yard, NM 247 mile marker 2, Corona, NM Estimated Annual Usage: 20,800 gal.	(AD) \$0.4900 (AE) \$0.1380 (AG) \$0.1859
047	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Ft. Sumner Patrol Yard, Route 1, Box 1, 2 miles east of Ft. Sumner, Ft. Sumner, NM 881199 Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.1450 (AG) \$0.1859
048	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Ft. Sumner Patrol Yard, Route 1, Box 1, 2 miles east of Ft. Sumner, Ft. Sumner, NM 88119 Estimated Annual Usage: 20,800 gal.	(AD) \$0.4900 (AE) \$0.1450 (AG) \$0.1859
049	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Hobbs Patrol Yard, 201 S. Magnum Industrial Road, southwest of Hobbs on US 62-180, Hobbs, NM Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.1800 (AG) \$0.2344
050	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Hobbs Patrol Yard, 201 S. Magnum Industrial Road, Southwest of Hobbs on US 62-180, Hobbs, NM Estimated Annual Usage: 20,800 gal.	(AD) \$0.4900 (AE) \$0.1800 (AG) \$0.2344
051	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Hondo Patrol Yard, 28558 US Hwy 70, Hondo, NM Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.4000 (AG) \$0.1355

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-23

Item	Approx. Qty.	Unit	Article and Description	Unit Price
052	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Hondo Patrol Yard, 28558 US Hwy 70, Hondo, NM Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.4000 (AG) \$0.1355
053	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Jal Patrol Yard, P.O. Box 397, 2 miles south of Jal on SR 18, Jal, NM Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.2350 (AG) \$0.2444
054	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Jal Patrol Yard, P.O. Box 397, 2 miles south of Jal on SR 18, Jal, NM Estimated Annual Usage: 20,800 gal.	(AD) \$0.4900 (AE) \$0.2350 (AG) \$0.2444
055	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Mayhill Patrol Yard, US 82 mile marker 31, Mayhill, NM Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.1900 (AG) \$0.2144
056	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Mayhill Patrol Yard, US 82 mile marker 31, Mayhill, NM Estimated Annual Usage: 20,800 gal.	(AD) \$0.4900 (AE) \$0.1900 (AG) \$0.2144
057	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Portales Patrol Yard, 8137 A NM 206, 1/2 mile south of Portales on SR 18, Portales, NM 88130 Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.6000
058	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Portales Patrol Yard, 8137 A NM 206, 1/2 mile south of Portales on SR 18, Portales, NM 88130 Estimated Annual Usage: 20,800 gal.	(AD) \$0.4900 (AE) \$0.6000
059	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Roswell Patrol Yard, P.O. Box 1457, Southeast corner of 4505 West Second St., Roswell, NM Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.1100 (AG) \$0.1252

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-24

Item	Approx. Qty.	Unit	Article and Description	Unit Price
060	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Roswell Patrol Yard, P.O. Box 1457, southeast corner of 4505 West Second St., Roswell, NM Estimated Annual Usage: 10,000 gal.	(AD) \$0.4900 (AE) \$0.1100 (AG) \$0.1252
061	1	Gallon	6,000 Gallon Tank, Aboveground, Unleaded Fuel, District 2 - Service Center, 4505 West Second St., Roswell, NM Estimated Annual Usage: 50,000 gal.	(AE) \$0.0700 (AF) \$0.0617 (AG) \$0.1552
062	1	Gallon	6,000 Gallon Tank, Aboveground, Diesel Fuel, District 2 - Service Center, 4505 West Second St., Roswell, NM Estimated Annual Usage: 40,000 gal.	(AE) \$0.0700 (AF) \$0.0763 (AG) \$0.1552
063	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, General Office - Training Academy, 735 Earl Cummins Loop, Roswell, NM Estimated Annual Usage: 4,000 gal.	(AD) \$0.4900 (AE) \$0.1400 (AG) \$0.1552
064	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, General Office - Training Academy, 735 Earl Cummins Loop, Roswell, NM Estimated Annual Usage: 4,000 gal.	(AD) \$0.4900 (AE) \$0.1400 (AG) \$0.1552
065	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Tatum Patrol Yard, P.O. Box 366, 1 mile east of Tatum on US 380, Tatum, NM Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.3500 (AG) \$0.2052
066	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Tatum Patrol Yard, P.O. Box 366, 1 mile east of Tatum on US 380, Tatum, NM Estimated Annual Usage: 20,800 gal.	(AD) \$0.4900 (AE) \$0.3500 (AG) \$0.2052

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-25

Item	Approx. Qty.	Unit	Article and Description	Unit Price
067	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Tularosa Patrol Yard, 7688 Hwy 70 South, 1 mile south of Tularosa, Tularosa, NM Estimated Annual Usage: 33,800 gal.	(AD) \$0.4900 (AE) \$0.3500 (AG) \$0.1852
068	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Tularosa Patrol Yard, 7688 Hwy 70 South, 1 mile south of Tularosa, Tularosa, NM Estimated Annual Usage: 20,800 gal.	(AD) \$0.4900 (AE) \$0.3500 (AG) \$0.1852
069	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Vaughn Patrol Yard, US 60 mile marker 268.5, Vaughn, NM Estimated Annual Usage: 33,800 gal.	(AA) \$0.2250 (AE) \$0.1425 (AG) \$0.1811
070	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Vaughn Patrol Yard, US 60 mile marker 268.5, Vaughn, NM Estimated Annual Usage: 20,800 gal.	(AA) \$0.2350 (AE) \$0.2000 (AG) \$0.1811
DISTRICT 3				
071	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, South Urban Patrol Yard, 3520 Broadway SE, Albuquerque, NM Estimated Annual Usage: 12,000 gal.	(AE) \$0.0995 (AF) \$0.1003
072	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, South Urban Patrol Yard, 3520 Broadway SE, Albuquerque, NM Estimated Annual Usage: 22,000 gal.	(AE) \$0.0995 (AF) \$0.1013
073	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Bernalillo Patrol Yard, 1040 Oak St., Bernalillo, NM Estimated Annual Usage: 16,000 gal.	(AE) \$0.1425 (AF) \$0.1833
074	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Bernalillo Patrol Yard, 1040 Oak St., Bernalillo, NM Estimated Annual Usage: 16,000 gal.	(AE) \$0.1525 (AF) \$0.1833

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-26

Item	Approx . Qty.	Unit	Article and Description	Unit Price
075	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Belen Patrol Yard, 22 General E. Baca Rd., Belen, NM Estimated Annual Usage: 10,000 gal.	(AB) \$0.0170 (AE) \$0.0700 (AF) \$0.0883
076	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Belen Patrol Yard, 22 General E. Baca Rd., Belen, NM Estimated Annual Usage: 12,000 gal.	(AB) \$0.0185 (AE) \$0.0700 (AF) \$0.0933
077	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Hilltop complex 3393, Pan American NE, Albuquerque, NM Estimated Annual Usage: 15,000 gal.	(AE) \$0.1300 (AF) \$0.1253
078	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Tijeras Patrol Yard, 77 N Zamora Rd., Tijeras, NM Estimated Annual Usage: 11,000 gal.	(AE) \$0.1200 (AF) \$0.1013
079	1	Gallon	6,000 Gallon Tank, Aboveground, Diesel Fuel, Tijeras Patrol Yard, 77 N Zamora Rd., Tijeras, NM Estimated Annual Usage: 18,000 gal.	(AE) \$0.1200 (AF) -\$0.0017
080	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, North Urban Patrol Yard, 8501 Volcano NW, Albuquerque, NM Estimated Annual Usage: 15,000 gal.	(AE) \$0.1425 (AF) \$0.1523
081	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, North Urban Patrol Yard, 8501 Volcano NW, Albuquerque, NM Estimated Annual Usage: 15,000 gal.	(AE) \$0.1525 (AF) \$0.1823
082	1	Gallon	5,200 Gallon Tank, Aboveground, Unleaded Fuel, District 3 - Service Center, 7500 E Frontage Rd., Albuquerque, NM Estimated Annual Usage: 50,000 gal.	(AE) \$0.0010 (AF) -\$0.0083 (AH) \$0.0137
083	1	Gallon	5,200 Gallon Tank, Aboveground, Diesel Fuel, District 3 - Service Center, 7500 E Frontage Rd., Albuquerque, NM Estimated Annual Usage: 50,000 gal.	(AB) \$0.0175 (AE) \$0.0010 (AF) -\$0.0087

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-27

Item	Approx . Qty.	Unit	Article and Description	Unit Price
District 4				
084	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Cimarron Patrol Yard, NM 21 mile marker 8, Cimarron, NM Estimated Annual Usage: 1,779 gal.	(AA) \$0.2350 (AE) \$0.3000
085	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Clayton Patrol Yard, mile marker 83 on SR 56, Clayton, NM Estimated Annual Usage: 7,798 gal.	(AA) \$0.3190 (AE) \$0.6000
086	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Clayton Patrol Yard, mile marker 83 on SR 56, Clayton, NM Estimated Annual Usage: 11,676 gal.	(AA) \$0.3290 (AE) \$0.6000
087	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Des Moines Patrol Yard, mile marker 385 on SR 64/87, Des Moines, NM Estimated Annual Usage: 5,050 gal.	(AA) \$0.2990 (AE) \$0.6000
088	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Des Moines Patrol Yard, mile marker 385 on SR 64/87, Des Moines, NM Estimated Annual Usage: 15,207 gal.	(AA) \$0.3090 (AE) \$0.6000
089	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Eagle Nest Patrol Yard, NM 64 mile marker 285.4, Eagle Nest, NM Estimated Annual Usage: 10,363 gal.	(AA) \$0.2490 (AE) \$0.4000 (AH) \$0.1855
090	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, La Cueva Patrol Yard, NM 518 mile marker 23.6, La Cueva, NM Estimated Annual Usage: 3,057 gal.	(AA) \$0.1190 (AE) \$0.1100
091	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, La Cueva Patrol Yard, NM 518 mile marker 23.6, La Cueva, NM Estimated Annual Usage: 14,668 gal.	(AA) \$0.1290 (AE) \$0.1200

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-28

Item	Approx. Qty.	Unit	Article and Description	Unit Price
092	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Las Vegas Patrol Yard, I-25 mile marker 344, Las Vegas, NM Estimated Annual Usage: 15,014 gal.	(AA) \$0.0790 (AE) \$0.1000
093	1	Gallon	12,000 Gallon Tank, Aboveground, Unleaded Fuel, District 4 - Service Center, I-25 South of Las Vegas, Las Vegas, NM Estimated Annual Usage: 69,500 gal.	(AA) \$0.0540 (AE) \$0.0150 (AF) \$0.0209
094	1	Gallon	12,000 Gallon Tank, Aboveground, Diesel Fuel, District 4 - Service Center, I-25 South of Las Vegas, Las Vegas, NM Estimated Annual Usage: 32,000 gal.	(AA) \$0.0590 (AE) \$0.0250 (AF) \$0.0151
095	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Nara Visa Patrol Yard, mile marker 350 on SR 54, Nara Visa, NM Estimated Annual Usage: 3,830 gal.	(AE) \$0.4800
096	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Nara Visa Patrol Yard, mile marker 350 on SR 54, Nara Visa, NM Estimated Annual Usage: 7,493 gal.	(AE) \$0.4800
097	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Ragland Patrol Yard, mile marker 43 on SR 209, Ragland, NM Estimated Annual Usage: 13,929 gal.	(AE) \$0.4800
098	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Raton Patrol Yard, I-25 mile marker 450, Raton, NM Estimated Annual Usage: 14,994 gal.	(AA) \$0.2350 (AE) \$0.4500
099	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Raton Patrol Yard, I-25 mile marker 450, Raton, NM Estimated Annual Usage: 16,824 gal.	(AA) \$0.2450 (AE) \$0.4500

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-29

Item	Approx. Qty.	Unit	Article and Description	Unit Price
100	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Rowe Patrol Yard, NM 63 mile marker 3, Rowe, NM Estimated Annual Usage: 5,932 gal.	(AA) \$0.0950 (AE) \$0.1100
101	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Rowe Patrol Yard, NM 63 mile marker 3, Rowe, NM Estimated Annual Usage: 20,227 gal.	(AA) \$0.1050 (AE) \$0.1250
102	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Roy Patrol Yard, US 56 mile marker 67.8, Roy, NM Estimated Annual Usage: 4,323 gal.	(AA) \$0.1990 (AE) \$0.1645
103	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Roy Patrol Yard, US 56 mile marker 67.8, Roy, NM Estimated Annual Usage: 21,603 gal.	(AA) \$0.2090 (AE) \$0.1850
104	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, San Jon Patrol Yard, mile marker 356 on I-40, San Jon, NM Estimated Annual Usage: 8,685 gal.	(AE) \$0.6000
105	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, San Jon Patrol Yard, mile marker 356 on I-40, San Jon, NM Estimated Annual Usage: 11,712 gal.	(AE) \$0.6000
106	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Santa Rosa Patrol Yard, US 54 mile marker 243.6, Santa Rosa, NM Estimated Annual Usage: 13,527 gal.	(AA) \$0.1950 (AE) \$0.1600
107	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Santa Rosa Patrol Yard, US 54 mile marker 243.6, Santa Rosa, NM Estimated Annual Usage: 23,000 gal.	(AA) \$0.2050 (AE) \$0.1800

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-30

Item	Approx. Qty.	Unit	Article and Description	Unit Price
108	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Springer Patrol Yard, NM 21 mile marker 33.6, Springer, NM Estimated Annual Usage: 5,275 gal.	(AA) \$0.1540 (AE) \$0.1500
109	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Springer Patrol Yard, NM 21 mile marker 33.6, Springer, NM Estimated Annual Usage: 12,250 gal.	(AA) \$0.1640 (AE) \$0.1600
110	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Trementina Patrol Yard, NM 104 mile marker 46.5, Trementina, NM Estimated Annual Usage: 21,565 gal.	(AA) \$0.3490 (AE) \$0.2500
111	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Tucumcari Patrol Yard, US 54 mile marker 305, Tucumcari, NM Estimated Annual Usage: 15,294 gal.	(AE) \$0.4000
112	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Tucumcari Patrol Yard, US 54 mile marker 305, Tucumcari, NM Estimated Annual Usage: 22,837 gal.	(AE) \$0.4000
113	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Wagon Mound Patrol Yard, mile marker 386 on I-25, Wagon Mound, NM Estimated Annual Usage: 8,000 gal.	(AA) \$0.1170 (AE) \$0.1175
114	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Wagon Mound Patrol Yard, mile marker 386 on I-25, Wagon Mound, NM Estimated Annual Usage: 28,000 gal.	(AA) \$0.1270 (AE) \$0.1300
District 5				
115	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Alcalde Patrol Yard, SR 68 mile marker 7.3, Alcalde, NM Estimated Annual Usage: 10,390 gal.	(AE) \$0.2900

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-31

Item	Approx. Qty.	Unit	Article and Description	Unit Price
116	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Alcalde Patrol Yard, SR 68 mile marker 7.3, Alcalde, NM Estimated Annual Usage: 20,036 gal.	(AE) \$0.3200
117	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Bloomfield Patrol Yard, 2200 North 1st Street, Bloomfield, NM Estimated Annual Usage: 13,235 gal.	(AE) \$0.3000
118	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Bloomfield Patrol Yard, 2200 North 1st Street, Bloomfield, NM Estimated Annual Usage: 29,326 gal.	(AE) \$0.3100
119	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Cerrillos Patrol Yard, NM 14 mile marker 31.4, Cerrillos, NM Estimated Annual Usage: 3,264 gal.	(AA) \$0.1650 (AE) \$0.1800
120	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Cerrillos Patrol Yard, NM 14 mile marker 31.4, Cerrillos, NM Estimated Annual Usage: 6,210 gal.	(AA) \$0.1750 (AE) \$0.1900
121	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Chama Patrol Yard, US 64 mile marker 160.8, Chama, NM Estimated Annual Usage: 4,764 gal.	(AE) \$0.1700 (AH) \$0.1635
122	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Chama Patrol Yard, US 64 mile marker 160.8, Chama, NM Estimated Annual Usage: 19,870 gal.	(AE) \$0.1700 (AH) \$0.1685
123	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Clines Corner Patrol Yard, SR 285 mile marker 250, Clines Corner, NM Estimated Annual Usage: 5,821 gal.	(AE) \$0.2385

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-32

Item	Approx. Qty.	Unit	Article and Description	Unit Price
124	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Clines Corner Patrol Yard, SR 285 mile marker 250, Clines Corner, NM Estimated Annual Usage: 5,821 gal.	(AE) \$0.2585
125	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Cuyamungue Patrol Yard, US 84/285 mile marker 177.6, Cuyamungue, NM Estimated Annual Usage: 8,367 gal.	(AE) \$0.2249
126	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Cuyamungue Patrol Yard, US 84/285 Mile Marker 177.6 Cuyamungue, NM Estimated Annual Usage: 15,290 gal.	(AE) \$0.2400
127	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Dulce Patrol Yard, 31 Martinez Street, Dulce, NM Estimated Annual Usage: 6,734 gal.	(AE) \$0.2250 (AH) \$0.1795
128	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Dulce Patrol Yard, 31 Martinez Street, Dulce, NM Estimated Annual Usage: 16,586 gal.	(AE) \$0.2600 (AH) \$0.2195
129	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Encino Patrol Yard, US 60 mile marker 253, Encino, NM Estimated Annual Usage: 5,519 gal.	(AE) \$0.2300
130	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Encino Patrol Yard, US 60 Mile Marker 253, Encino, NM Estimated Annual Usage: 17,868 gal.	(AE) \$0.2600
131	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Estancia Patrol Yard, SR 41 mile marker 10.6, Estancia, NM Estimated Annual Usage: 8,068 gal.	(AE) \$0.1200

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-33

Item	Approx. Qty.	Unit	Article and Description	Unit Price
132	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Estancia Patrol Yard, SR 41 mile marker 10.6, Estancia, NM Estimated Annual Usage: 8,068 gal.	(AE) \$0.1700
133	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Farmington Patrol Yard, 4110 Hawkins Road, Farmington, NM Estimated Annual Usage: 9,954 gal.	(AE) \$0.3300
134	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Farmington Patrol Yard, 4110 Hawkins Road, Farmington, NM Estimated Annual Usage: 26,993 gal.	(AE) \$0.3800
135	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Gallina Patrol Yard, SR 96 mile marker 19.1, Gallina, NM Estimated Annual Usage: 3,863 gal.	(AE) \$0.4000
136	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Gallina Patrol Yard, SR 96 mile marker 19.1, Gallina, NM Estimated Annual Usage: 7,770 gal.	(AE) \$0.4000
137	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Los Alamos Patrol Yard, NM SR 502 mile marker 6, Los Alamos, NM Estimated Annual Usage: 10,000 gal.	(AE) \$0.3000
138	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Mountainair Patrol Yard, NM 55 mile marker 62.9, Mountainair, NM Estimated Annual Usage: 2,938 gal.	(AE) \$0.1200
139	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Mountainair Patrol Yard, NM 55 mile marker 62.9, Mountainair, NM Estimated Annual Usage: 6,692 gal.	(AE) \$0.1200

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-34

Item	Approx. Qty.	Unit	Article and Description	Unit Price
140	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Moriarty Patrol Yard, SR 41 mile marker 27.4, Moriarty, NM Estimated Annual Usage: 40,000 gal.	(AE) \$0.1100 (AF) \$0.1333
141	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Moriarty Patrol Yard, SR 41 mile marker 27.4, Moriarty, NM Estimated Annual Usage: 40,000 gal.	(AE) \$0.1300 (AF) \$0.1533
142	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Ojo Caliente Patrol Yard, US 285 mile marker 354.7, Ojo Caliente, NM Estimated Annual Usage: 3,733 gal.	(AE) \$0.1750 (AH) \$0.1895
143	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Ojo Caliente Patrol Yard, US 285 Mile Marker 354.7, Ojo Caliente, NM Estimated Annual Usage: 8,464 gal.	(AE) \$0.2600 (AH) \$0.2495
144	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Penasco Patrol Yard, SR 75 mile marker 15.9, Penasco, NM Estimated Annual Usage: 3,714 gal.	(AE) \$0.3200 (AH) \$0.2975
145	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Penasco Patrol Yard, SR 75 mile marker 15.9, Penasco, NM Estimated Annual Usage: 8,022 gal.	(AE) \$0.3250 (AH) \$0.3075
146	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Questa Patrol Yard, SR 522 mile marker 21.3, Questa, NM Estimated Annual Usage: 3,107 gal.	(AE) \$0.2100 (AH) \$0.1695
147	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Questa Patrol Yard, SR 522 mile marker 21.3, Questa, NM Estimated Annual Usage: 17,190 gal.	(AE) \$0.2100 (AH) \$0.2055

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-35

Item	Approx. Qty.	Unit	Article and Description	Unit Price
148	1	Gallon	10,000 Gallon Tank, Aboveground, Unleaded Fuel, District 5 - Service Center, 7315 Cerrillos Rd., Santa Fe, NM Estimated Annual Usage: 61,330 gal.	(AB) \$0.0300 (AE) (\$0.0050) (AF) -\$0.0017
149	1	Gallon	10,000 Gallon Tank, Aboveground, Diesel Fuel, District 5 - Service Center, 7315 Cerrillos Rd., Santa Fe, NM Estimated Annual Usage: 44,464 gal.	(AB) \$0.0325 (AE) (\$0.0050) (AF) -\$0.0017
150	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Santa Fe Patrol Yard, 7315 Cerrillos Road, Santa Fe, NM Estimated Annual Usage: 3,264 gal.	(AE) \$0.1435
151	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Santa Fe Patrol Yard, 7315 Cerrillos Road, Santa Fe, NM Estimated Annual Usage: 5,421 gal.	(AE) \$0.1535
152	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Shiprock Patrol Yard, 491 South mile marker 90.5, Shiprock, NM Estimated Annual Usage: 9,563 gal.	(AE) \$0.3500
153	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Shiprock Patrol Yard, 491 South mile marker 90.5, Shiprock, NM Estimated Annual Usage: 9,563 gal.	(AE) \$0.4000
154	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Taos Patrol Yard, US 64 mile marker 249, Taos, NM Estimated Annual Usage: 6,330 gal.	(AE) \$0.1900 (AH) \$0.1695
155	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Taos Patrol Yard, US 64 mile marker 249, Taos, NM Estimated Annual Usage: 15,290 gal.	(AE) \$0.2300 (AH) \$0.1795

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-36

Item	Approx. Qty.	Unit	Article and Description	Unit Price
156	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Tierra Amarilla Patrol Yard, SR 162 #2193, Tierra Amarilla, NM Estimated Annual Usage: 6,563 gal.	(AE) \$0.2400 (AH) \$0.2095
157	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Tierra Amarilla Patrol Yard, SR 162 #2193, Tierra Amarilla, NM Estimated Annual Usage: 22,191 gal.	(AE) \$0.2800 (AH) \$0.2255
158	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Tres Piedras Patrol Yard, US 285 mile marker 384, Tres Piedras, NM Estimated Annual Usage: 5,771 gal.	(AE) \$0.2200 (AH) \$0.1795
159	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Tres Piedras Patrol Yard, US 285 mile marker 384, Tres Piedras, NM Estimated Annual Usage: 20,939 gal.	(AE) \$0.2300 (AH) \$0.2095
District 6				
160	1	Gallon	10,000 Gallon Tank, Aboveground, Unleaded Fuel, District 6 - Service Center, 1919 Pinon Dr., Milan, NM Estimated Annual Usage: 84,000 gal.	(AE) \$0.0300 (AF) \$0.0123
161	1	Gallon	10,000 Gallon Tank, Aboveground, Diesel Fuel, District 6 - Service Center, 1919 Pinon Dr., Milan, NM Estimated Annual Usage: 60,000 gal.	(AE) \$0.0350 (AF) \$0.0080
162	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Buffalo Springs Patrol Yard, US 491 mile marker 32.2 west side of roadway, Buffalo Springs, NM Estimated Annual Usage: 15,000 gal.	(AE) \$0.3400
163	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Buffalo Springs Patrol Yard, US 491 mile marker 32.2 west side of roadway, Buffalo Springs, NM Estimated Annual Usage: 36,000 gal.	(AE) \$0.3800

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-37

Item	Approx. Qty.	Unit	Article and Description	Unit Price
164	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Cuba Patrol Yard, SR 44 mile marker 61, Cuba, NM Estimated Annual Usage: 12,000 gal.	(AE) \$0.2200
165	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Cuba Patrol Yard, SR 44 mile marker 61, Cuba, NM Estimated Annual Usage: 20,000 gal.	(AE) \$0.2600
166	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Datil Patrol Yard, US 60 mile marker 77.7, Datil, NM Estimated Annual Usage: 10,000 gal.	(AE) \$0.1950
167	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Datil Patrol Yard, US 60 Mile Marker 77.7, Datil, NM Estimated Annual Usage: 10,000 gal.	(AE) \$0.1950
168	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Fence Lake Patrol Yard, NM 36 mile marker 39.7, Fence Lake, NM Estimated Annual Usage: 20,000 gal.	(AE) \$0.1800
169	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Fence Lake Patrol Yard, NM 36 mile marker 39.7, Fence Lake, NM Estimated Annual Usage: 24,000 gal.	(AE) \$0.1800
170	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Gallup Patrol Yard, 78 Hassler Valley Rd., Gallup, NM Estimated Annual Usage: 20,000 gal.	(AE) \$0.0600
171	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Gallup Patrol Yard, 78 Hassler Valley Rd., Gallup, NM Estimated Annual Usage: 20,000 gal.	(AE) \$0.0600

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-38

Item	Approx. Qty.	Unit	Article and Description	Unit Price
172	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Grants Patrol Yard, NM 586 mile marker 1, Grants, NM Estimated Annual Usage: 12,000 gal.	(AE) \$0.0399
173	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Grants Patrol Yard, NM 586 mile marker 1, Grants, NM Estimated Annual Usage: 21,600 gal.	(AE) \$0.0400
174	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Mesita Patrol Yard, I-40 mile marker 118, Mesita, NM Estimated Annual Usage: 12,000 gal.	(AE) \$0.0775
175	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Mesita Patrol Yard, I-40 mile marker 118, Mesita, NM Estimated Annual Usage: 36,000 gal.	(AE) \$0.0775
176	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Quemado Patrol Yard, US 60 mile marker 40, Quemado, NM Estimated Annual Usage: 20,500 gal.	(AE) \$0.1250
177	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Quemado Patrol Yard, US 60 Mile Marker 40, Quemado, NM Estimated Annual Usage: 28,800 gal.	(AE) \$0.1250
178	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Ramah Patrol Yard, NM 53 mile marker 32.2, Ramah, NM Estimated Annual Usage: 9,600 gal.	(AE) \$0.0760
179	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Ramah Patrol Yard, NM 53 mile marker 32.2, Ramah, NM Estimated Annual Usage: 36,000 gal.	(AE) \$0.0760

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-39

Item	Approx. Qty.	Unit	Article and Description	Unit Price
180	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Reserve Patrol Yard, SR 12 mile marker 0.2, Reserve, NM Estimated Annual Usage: 17,000 gal.	(AE) \$0.2900
181	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Reserve Patrol Yard, SR 12 mile marker 0.2, Reserve, NM Estimated Annual Usage: 15,000 gal.	(AE) \$0.2900
182	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, San Ysidro Patrol Yard, SR 44 mile marker 23.6, San Ysidro, NM Estimated Annual Usage: 10,000 gal.	(AE) \$0.2400
183	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, San Ysidro Patrol Yard, SR 44 mile marker 23.6, San Ysidro, NM Estimated Annual Usage: 20,000 gal.	(AE) \$0.2400
184	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Top of the World Patrol Yard, NM 122 mile marker 2.8, Top of the World, NM Estimated Annual Usage: 12,000 gal.	(AE) \$0.0750
185	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Top of the World Patrol Yard, NM 122 mile marker 2.8, Top of the World, NM Estimated Annual Usage: 21,000 gal.	(AE) \$0.0750
General Office – Santa Fe				
186	1	Gallon	Two (2) - 8,000 Gallon Tank, below ground Unleaded Fuel, NMDOT Service Center (GO), 1120 Cerrillos Rd., Santa Fe, NM Estimated Annual Usage: 85,000 gal.	(AB) \$0.0350 (AF) \$0.0438 (AH) \$0.0375
187	1	Gallon	1,000 Gallon Tank, below ground Diesel Fuel, NMDOT Service Center (GO), 1120 Cerrillos Rd., Santa Fe, NM Estimated Annual Usage: 12,000 gal.	(AE) \$0.1300

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Page-40

Item	Approx. Qty.	Unit	Article and Description	Unit Price
Roswell Training Academy				
188	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, G.O. - Training Academy Roswell (Training Course), 400 Radar Road, Roswell, NM Estimated Annual Usage: 14,000 gal.	(AE) \$0.2400
189	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, G.O. - Training Academy Roswell (Training Course), 400 Radar Road, Roswell, NM Estimated Annual Usage: 14,000 gal.	(AE) \$0.2400
190	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, G.O. - Training Academy Roswell (Backhoe Tank), 400 Radar Road, Roswell, NM Estimated Annual Usage: 14,000 gal.	(AE) \$0.2400
191	1	Gallon	Diesel Fuel, Additives Cost Per Gallon or Liter (Please specify on your bid which measure for fuel additives on Diesel Fuel's only). Vendors shall provide descriptive literature of additive with their bid documents. This items applies to all locations	(AA) \$0.0300 (AB) \$0.0200 (AE) \$0.0250 (AF) \$0.0300 (AH) \$0.03
192	1	Mile	Price per gallon for deliveries in ten (10) mile increments beyond the patrol yards listed. This item applies to all locations.	(AA) \$0.0300 (AB) \$0.0100 (AC) \$0.00 (AD) OPIS + \$0.4900 (AE) \$0.00 (AF) \$0.1000 (AG) \$0.00 (AH) \$0.015
193	1	Ea.	Demurrage fee charged to the ordering agency for downtime in excess of 15 minutes waiting to unload fuel or leave premises. This item applies to all locations.	(AA) No Charge (AB) \$25.00 (AC) \$0.00 (AD) \$85.00 (AE) \$0.00 (AF) \$30.00/hr (AG) \$0.00 (AH) \$50.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16872

Item	Approx. Qty.	Unit	Article and Description	Unit Price
194	1	Ea.	Flat rate that maybe charged to the ordering agency for orders that are less than 70% of tank capacity. This item applies to all locations.	(AA) \$75.00 (AB) \$35.00 (AC) \$0.00 (AD) \$150.00 (AE) \$0.00 (AF) \$170.00 (AG) \$0.00 (AH) \$50.00

*** 194 Items Awarded Total ***

Certificate Of Completion

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Status: Completed

Subject: 10-80500-20-16872 Bulk Fuel - Cover Page Revised

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Document Pages: 41

Signatures: 1

Certificate Pages: 5

Initials: 2

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13 Bataan Blvd

Santa Fe, NM 87508

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Natalie Martinez

Natalie.Martinez1@state.nm.us

New Mexico General Services

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Valerie Paulk

valerie.paulk@state.nm.us

State Purchasing Agent

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

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Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/27/2021 2:29:10 PM
Certified Delivered	Security Checked	5/27/2021 8:50:11 PM
Signing Complete	Security Checked	5/27/2021 8:50:26 PM
Completed	Security Checked	5/27/2021 8:50:26 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.