

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No. SC-00006043	
City & County of Denver		Date: June 24, 2021	Revision No.
Purchasing Division		Payment Terms: Net 30	Resolution (as applicable):
201 West Colfax Avenue, Dept. 304		Freight Terms: FOB DESTINATION	
Denver, CO 80202		Ship Via: Best Way	
United States		Analyst: Kenton Janzen	
Phone: 720-913-8100 Fax: 720-913-8101		Phone: 303-342-2183	

Workday 800-323-8963 or Cell 303-350-3757 Fax: 303-350-3838 Email: gbaker@hillpet.com
 Supplier ID 303-350-3757 Phone:

Hill Enterprises, Inc.
 6301 Ralston Rd.
 Arvada, CO 80002

Ship To: Various City Agencies and Locations

E Mail FOR DIA
 Bill To: Accounts.Payable@flydenver.com

Attn: Gina Baker
 Colorado Secretary of State ID: 20101142828
 U.S. Federal SAM Registry Verification Date: 06/23/2021

For the rest of the City
AccountsPayable.Help@denvergov.org

1. Goods/Services:

Hill Enterprises, Inc., a Corporation, (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm in accordance with Exhibit A of this Master Purchase Order. The schedule for price revisions is in **Exhibit A**.

4. Term/Renewal:

The term of this Agreement shall be from July 1, 2021 to and including June 30, 2023. The City and the vendor may mutually agree to renew and continue this agreement for additional periods at the same pricing structure, terms and conditions. However, no renewal shall surpass June 30, 2026.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable

for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of three million dollars (\$3,000,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. Liability for claims for injuries to persons or property arising from the acts, omissions, or negligence of the City, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, Colorado Revised Statutes § 24-10-101, et seq; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the City's limitation on liability for torts, Denver Revised Municipal Code § 1.1.7.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Vendor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or

any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Vendor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

25. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

In connection with the performance of work under this Master Purchase Order, the Vendor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Vendor shall insert the foregoing provision in all subcontracts.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. Advertising and Public Disclosure:

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

31. No Employment of Illegal Aliens to Perform Work Under The Agreement:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Vendor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Vendor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Vendor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Vendor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Vendor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Vendor is liable for any violations as provided in the Certification Ordinance. If Vendor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Vendor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Vendor from submitting bids or proposals for future contracts with the City.

32. Intellectual Property:

Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

33. Federal Provisions:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

DAVIS-BACON ACT COMPLIANCE Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5).

ANTI-KICKBACK ACT COMPLIANCE Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

CONTRACT WORK HOURS AND SAFETY STANDARDS Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5)

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR AND WATER REQUIREMENTS Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.).

Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office.

ENERGY CONSERVATION REQUIREMENTS The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201)

NO SUSPENSION OR DEBARMENT Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

BYRD ANTI-LOBBYING. If the Maximum Contract Amount exceeds \$100,000, the Vendor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division

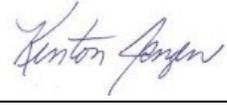
Vendor Name: Hill Petroleum
(Company Name)

By: Thomas Walker
(Authorized Signature)

Print Name: Thomas Walker

Title: Sr VP of Sales

Date: 6/29/21

By: 

Print Name: Kenton Janzen

Title: Senior Procurement Analyst

Date: 6/30/2021

Supervisor Initial: 

Purchase pursuant to 3.26(e)-This Mater Purchase Order agreement is contingent on Council approval and is void without such action.

RENEWALS/REVISIONS: (OPTIONAL)

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO except as specifically noted as a revision (as applicable).

Renewal/Revision No. 1 ____

This Master Purchase Order (MPO) expires on _____.

Should Vendor desire to renew this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with an authorized Vendor signature.

Note(s)/revisions(s): Renewed June 14, 2023 via separate renewal letter, letter is available with back up documents, updated pricing document also received

City & County of Denver, Purchasing Division

Vendor Name: _____
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Federal SAMs re-verification date (save to renewal file):

Renewal/Revision No. 2

This Master Purchase Order (MPO) expires on _____.

Should Vendor desire to renew this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with an authorized Vendor signature.

Note(s)/ revisions(s): Renewed June 11, 2024 via separate renewal letter, letter is available with back up documents. Updated pricing document also received.

City & County of Denver, Purchasing Division

Vendor Name: _____
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Federal SAMs re-verification date (save to renewal file):

Renewal/Revision No. 3___

This Master Purchase Order (MPO) expires on June 30, 2025.

Should Vendor desire to renew this contract to and including June 30, 2026 and revise the aggregate amount to \$ 2,750,000.00, please return this page with an authorized Vendor signature.

Note(s)/ revisions(s): Original MPO (SC-00006043) was replaced with MPO (SC-00007406) as Senergy Petroleum LLC took over the rights of Hill Enterprises, Inc. The original contract amount was for \$3,000,000 and \$1,950,000 was left and transferred when the new MPO was created due to the vendor change. The increase of \$800,000 will be added to the contract amount on MPO SC-00007406 for a total amount of \$2,750,000.

City & County of Denver, Purchasing Division

Vendor Name: Senergy Petroleum, LLC
(Company Name)

By: *Katie Atencio*
(Authorized Signature)

Print Name: Katie Atencio

Title: Contract Specialist

Date: 05/28/2025

By: *Tim Marquez*

Print Name: Tim Marquez

Title: Senior Buyer

Date: 5/29/2025

Federal SAMs re-verification date (save to renewal file): May 1, 2025

EXHIBIT "A"

Supplier: Hill Enterprises, Inc.
 Solicitation/ Award Title: Automotive Lubricants and Greases
 Solicitation No. /Internal File Reference Location: 0391J (2021)

It is recommended that you use your Supplier Contract No.SC-00006043, in all future correspondence and/or other communications.

Description of the goods, and services related thereto, being purchased and pricing:

Vendor to supply all oil/lubes and fluids as detailed below. All prices include delivery to any authorized City location.

All prices quoted shall be firm and fixed for the specified contract period. Price adjustments will be allowed once every quarter. Price increase/decrease must be demonstrated with documentation provided to the City. The following schedule for increase/decrease will be followed:

QUARTER	PRICING UPDATE DUE DATE	PRICING PERIOD
1	December 15th	January 1 through March 31
2	March 15th	April 1 through June 30
3	June 15th	July 1 through September 30
4	September 15th	October 1 through December 31

VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this agreement. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to purchased goods and/or related services.

Awarded vendors may be required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, with the following information

FOR GOODS AND RELATED SERVICES (if applicable)

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

Supplier may also be required to provide additional specific reporting/data as required.

Price List July 1, 2021-Sept 30, 2021

Item	Description	UOM	Unit Price
1A	15W-40 Diesel Mineral Oil	GAL	\$8.25
		Drum	\$522.50
		Case 4/1 Gal	\$50.00
Item	Description	UOM	Unit Price
1B	15W-40 Diesel Synthetic Oil	GAL	\$8.25
		Drum	\$522.50
		Case 4/1 Gal	\$50.00
Item	Description	UOM	Unit Price
1C	5W-40 Diesel Synthetic Oil	GAL	\$15.00
		Drum	\$875.00
		Case 4/1 Gal	\$75.00
Item	Description	UOM	Unit Price
1D	10W-30 Diesel Synthetic Blend Oil	GAL	\$7.00
		Drum	\$440.00
		Case 4/1 Gal	\$42.00
Item	Description	UOM	Unit Price
1E	5W-30 Gas Engine Oil Synthetic Blend	GAL	\$7.00
		Drum	\$440.00
		Case 12/1 Qt	\$31.50
Item	Description	UOM	Unit Price
1F	0W-20 Full Syn Gas Engine Oil	GAL	\$11.00
		Drum	\$660.00
		Case 12/1 Qt	\$40.50
Item	Description	UOM	Unit Price
1G	5W-30 Full Syn Gas Engine Oil	GAL	\$11.50
		Drum	\$687.50
		Case 12/1 Qt	\$40.50
Item	Description	UOM	Unit Price
1H	5W-20 Synthetic Blend Gas Engine Oil	GAL	\$7.00
		Drum	\$440.00
		Case 12/1 Qt	\$31.50
Item	Description	UOM	Unit Price
1I	5W-20 Full Syn Gas Engine Oil	GAL	\$11.00
		Drum	\$660.00
		Case 12/1 Qt	\$39.00

Item	Description	UOM	Unit Price
1J	10W-30 Synethic Blend Gas Engine Oil	GAL	\$7.00
		Drum	\$440.00
		Case 12/1 Qt	\$31.50
Item	Description	UOM	Unit Price
1K	SAE 30 Gas Engine Oil	Drum	\$632.50
Item	Description	UOM	Unit Price
1L	SAE 40W Engine Oil	Pails	\$66.25
		Drum	\$701.25
Item	Description	UOM	Unit Price
1M	Nat Gas Engin Oil 15W-40	Drum	\$825.00
		Case 12/1 Qt	\$90.00
Item	Description	UOM	Unit Price
1N	CAT TO-4 10W	GAL	\$8.50
		Drum	\$522.50
		Pail	\$49.50
Item	Description	UOM	Unit Price
1O	CAT TO-4 SAE 30	GAL	\$9.85
		Drum	\$591.25
		Pail	\$57.50
Item	Description	UOM	Unit Price
1P	CAT TO-4 Fluid 50	GAL	\$10.75
		Drum	\$646.25
Item	Description	UOM	Unit Price
1Q	Tractor Hydraulic Fluid	GAL	\$7.50
		Drum	\$467.50
		Pail	\$43.75
Item	Description	UOM	Unit Price
1R	HV Hyd Fluid AW 32	GAL	\$6.55
		Drum	\$415.25
		Pail	\$40.00
Item	Description	UOM	Unit Price
1S	ISO 32 Hi Di-electric Zinc Free Hyd Oil	Drum	\$880.00
		Pail	\$80.00

Item	Description	UOM	Unit Price
1T	Allison TES 295	Drum	\$880.00
		Case	\$96.00
Item	Description	UOM	Unit Price
1U	Dexron III Mercon	GAL	\$7.75
		Drum	\$481.25
		Pail	\$34.50
Item	Description	UOM	Unit Price
1V	Dextron VI	Drum	\$625.00
		Case	\$75.00
Item	Description	UOM	Unit Price
1W	Mercon V	Drum	\$625.00
		Case	\$75.00
Item	Description	UOM	Unit Price
1X	Mercon LV	Drum	\$625.00
		Case	\$75.00
Item	Description	UOM	Unit Price
1Y	Auto Trans Fluid Type F	Case	\$85.00
Item	Description	UOM	Unit Price
1Z	Syn Gear Oil 75W-90	Drum	\$1,087.50
		Keg	\$492.00
Item	Description	UOM	Unit Price
1AA	Syn Gear Oil 75W-140	Keg	\$450.00
Item	Description	UOM	Unit Price
1BB	Gear Lube 85W-140	Drum	\$700.00
		Keg	\$288.00
Item	Description	UOM	Unit Price
1CC	Multi-Purpose Lube 80W-90	GAL	\$10.75
		Drum	\$632.50
		Case	\$216.00
Item	Description	UOM	Unit Price
1DD	Extreme Pressure Grease NLGI No. 2	Drum	\$900.00
		Keg	\$282.00
		Tube	\$2.32

Item	Description	UOM	Unit Price
1EE	Extreme Pressure Grease NLGI No. 1	Drum	\$1,400.00
		Keg	\$420.00
		Tube	\$3.15
Item	Description	UOM	Unit Price
1FF	HD Extreme Pressure 3% Moly No 2	Drum	\$1,400.00
		Keg	\$438.00
		Pail	\$126.00
		Tube	\$3.60
Item	Description	UOM	Unit Price
1GG	#00 Multi-Purpose Grease	Drum	\$1,360.00
		Keg	\$415.00
		Pail	\$122.50
Item	Description	UOM	Unit Price
1HH	#0 Multi Purpose Ex Pressure Grease	Drum	\$1,360.00
		Keg	\$415.00
		Pail	\$122.50
Item	Description	UOM	Unit Price
Adder	DEF	55 Gallon Drum	\$120.00
		Bulk Gallons (Tote or City Container)	\$1.20
		Case 5 One Gallons Containers	\$12.70
Item	Description	UOM	Unit Price
Adder	Windshield Washer Fluid	55 Gallon Drum	\$165.00
		Bulk Gallons (Tote or City Container)	\$1.25
		Case Six Gallons Total	\$16.00