

**CITY OF SANTA FE  
CENTRAL PURCHASING OFFICE**

**for**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**INVITATION TO BID**

**MOTOR OILS, LUBRICANTS, ANTIFREEZE  
AND RELATED PRODUCTS**

**ITB 23/02/B**

**DUE:**

**August 4, 2022  
2:00 p.m.**

**CITY OF SANTA FE  
CENTRAL PURCHASING OFFICE  
200 LINCOLN AVE., ROOM 122  
SANTA FE, NM 87501  
[Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov)**

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## BID SCHEDULE

### ITB 23/02/B

EVENT	DATE
Advertisement	July 21, 2022
Issuance of ITB	July 21, 2022
Deadline to Submit Additional Questions	July 29, 2022
Response to Written Questions and Any Addendum	August 1, 2022
Receipt of Bids	August 4, 2022, at 2:00 p.m. Mountain Time Electronically Submitted to the Central Purchasing Office <a href="mailto:Purchasing_ITB@santafenm.gov">Purchasing_ITB@santafenm.gov</a>

**BID OPENING:** Due to the COVID-19 Pandemic, the Bid opening will be accomplished through a Zoom meeting as follows:

Join Zoom Meeting

<https://santafenm-gov.zoom.us/j/89041082366?pwd=SU0dTjYdEk4aUdZa2pJNUVrNndHZz09>

Meeting ID: 890 4108 2366

Passcode: 203904

One tap mobile

+16694449171,,89041082366#,,, \*203904# US

+16699006833,,89041082366#,,, \*203904# US (San Jose)

Dial by your location

+1 669 444 9171 US, +1 669 900 6833 US (San Jose), +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 646 931 3860 US, +1 929 205 6099 US (New York), +1 301 715 8592 US (Washington DC), +1 312 626 6799 US (Chicago)

Meeting ID: 890 4108 2366

Passcode: 203904

Find your local number: <https://santafenm-gov.zoom.us/j/89041082366>

Recommendation of Award to  
Joint Powers Board

August 18, 2022

The Agency reserves the right to modify the dates and times mentioned above or withdraw the ITB due to significant justification(s) in the Agency's best interest.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**BID SUBMITTAL FORM**

**ITB 23/02/B**

**MOTOR OILS, LUBRICANTS, ANTIFREEZE  
AND RELATED PRODUCTS**

EXCEPTIONS TO SPECIFICATIONS

Bidder must check one of the following:

- a.          All specifications, terms and conditions are met.
- b.          Exceptions have been taken and noted on attached sheet(s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the Bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. Agency staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the Bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the Bidder warrants that there was no collusion of any kind in submission of this bid.

State name, address and phone number of nearest authorized representative:

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## ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder must complete and submit with their bid:

- Any addenda issued in reference to this ITB
- Bid Form
- Copy of City of Santa Fe and/or Santa Fe County Business License, if applicable.
- Copy of State of New Mexico CRS Tax Identification Number
- Copy of Resident Business Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.
- Copy of Resident Veterans Business Preference Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.

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## **INFORMATION FOR BIDDERS**

### **1. RECEIPT OF ELECTRONIC BIDS**

The Santa Fe Solid Waste Management Agency (herein called “Agency”) invites bidder(s) to submit their bid electronically on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Central Purchasing Office of the City of Santa Fe until **2:00 p.m. Mountain Time on Tuesday, August 4, 2022.**

Bids shall be submitted electronically via email to the Central Purchasing Office at [Purchasing\\_ITB@santafenm.gov](mailto:Purchasing_ITB@santafenm.gov). No late bids will be accepted under any circumstances. Bidders should include some lead-time for email delivery as late-delivered bids will be determined to be non-responsive, no matter whose fault it was. The email subject line should indicate the following information:

The ITB number and title, and Bidder’s name and address must be included in the content of the email.

No Bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

### **2. COPIES OF INVITATION TO BID**

The ITB is available in electronic version from the Central Purchasing Office via email to [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) or website [http://www.santafenm.gov/bids\\_rfps](http://www.santafenm.gov/bids_rfps).

In the event of conflict between a version of the ITB in the Bidder’s possession and the version maintained by the Central Purchasing Office, the Bidder acknowledges that the Central Purchasing Office's version shall govern.

### **3. PREPARATION OF BID**

All blank spaces for bid prices must be filled in, hand or type written. No alternate bids will be considered unless pre-approved (5) five days prior to the bid opening date by Fran Dunaway, CPO, Chief Procurement Officer.

Bids must be in Word or PDF format.

This ITB may be canceled or any and all bids may be rejected in whole or in part whenever the Agency determines it is in the Agency's best interest to do so.

**4. BID SECURITY**

None required.

**5. CORRECTION OR WITHDRAWAL OF BID**

A bid containing a mistake discovered before bid opening may be modified or withdrawn by the Bidder prior to the deadline for receipt of bids by emailing a written notice to [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov). Withdrawn bids may be resubmitted up to the time and date designated for the receipt of bids, provided they are then fully in conformance with the ITB.

**6. INTERPRETATIONS AND ADDENDA**

No oral interpretation of the meaning of any section of the ITB will be binding. Oral communications are permitted to assess the need for an addendum. Any questions concerning the ITB must be addressed prior to the date set for receipt of bids.

Every request for such interpretations should be submitted via email to Danita Boettner, Procurement Manager, at [dboettner@sfswwa.org](mailto:dboettner@sfswwa.org) and to be given consideration must be received at least five (5) days prior to the date set for receipt of bids or July 29, 2022.

Any and all such interpretations and any supplemental instruction will be in written addenda to the ITB, which if issued, will be sent by email to all prospective Bidders known by the Agency to have received a complete ITB not later than three (3) days prior to the date set for receipt of bids or August 1, 2022. Failure of any Bidder to receive any such addenda or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

Addenda may be obtained from Danita Boettner, Procurement Manager, via email at [dboettner@sfswwa.org](mailto:dboettner@sfswwa.org) or website [https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps).

The Agency reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the bid deadline or cancel the ITB due to significant justification(s) that are in the best interest of the Agency.

**7. POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**8. LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over



the subject of this ITB shall apply to the ITB throughout, which will be deemed to be included in the ITB the same as though written out in full.

**9. COLLUSION**

No Bidder shall submit more than one bid in response to the ITB. Collusion among Bidders or the submission of more than one bid under different names by any vendors or individual shall be cause for rejection of all bids in questions without consideration.

**10. PENALTIES**

The Bidder is notified that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

**11. DISCLOSURE OF BID CONTENTS**

All bids will be kept confidential until a contract is awarded. At that time, all bids and documents pertaining to the bid will be open to the public, except for the material that is proprietary or confidential.

Proprietary or confidential material shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid. Confidential data is generally restricted to confidential financial information about the Bidder's organization and data that qualifies as a trade secret under the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services bid shall not be designated as proprietary or confidential information.

If a request is received for disclosure of material for which a Bidder has made a written request for confidentiality, the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the bid should be disclosed. Unless the Bidder takes legal action to prevent the disclosure, the bid will be disclosed. The bid shall be open to public inspection subject to any continuing prohibition on disclosing confidential data.

**12. BRAND NAMES**

In Accordance with section 13-1-168 NMSA 1978, all brand names specified in this bid are not meant to be restrictive, but to be used as descriptive or equal specification. Bidder should include enough information with the bid submitted so this determination can be made.

**13. METHOD OF AWARD**

The Agency reserves the right to award the ITB to the responsible bidder(s) submitting a responsive bid with resulting agreements that are most advantageous and in the best interest of the Agency. The Agency reserves the right to award the ITB to multiple Bidders to meet the needs of the Agency in accordance with Section 13-1-153 NMSA 1978.

**14. IDENTICAL BIDS**

If two or more identical bids are received, the Chief Procurement Officer will apply the process described in Section 13-1-110 NMSA 1978 of the New Mexico Procurement Code.

**15. CONTRACT AWARD**

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on August 18, 2022; however, the meeting's date is tentative and subject to change without notice.

**16. REJECTION OR CANCELLATION OF BID**

The ITB may be canceled, and any or all bids may be rejected in whole or in part, when it is in the Agency's best interest. A determination containing the reasons shall be made part of the project file (Section 13-1-131 NMSA 1978).

**17. PROTEST DEADLINE**

Any protest by a Bidder must be timely submitted and conform to Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the contract award and will end by close of business fifteen (15) calendar days after the contract award. Protests must be written and must include the protestor's name and address and the ITB number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and must specify the ruling requested. Protests must be addressed and delivered to:

Fran Dunaway  
Chief Procurement Officer  
City of Santa Fe  
[fdunaway@santafenm.gov](mailto:fdunaway@santafenm.gov)

Protests received after the deadline will not be accepted. The Agency reserves the right to implement the terms of the contract with the successful Bidder during the pendency of the protest.

**18. AGENCY RIGHTS**

The Agency reserves the right to accept all or a portion of a Bid.

**19. RIGHT TO PUBLISH**

Throughout the duration of this procurement process and contract term, potential Bidders and contractors must secure from the Agency written approval before the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent

contract. Failure to adhere to this requirement may result in disqualification of the Bidder's bid or termination of the contract.

**20. COMPLIANCE WITH THE CITY OF SANTA FE AND SANTA FE COUNTY'S MINIMUM WAGE RATE ORDINANCES (LIVING WAGE ORDINANCES)**

Bidder will be required to submit their bid such that it complies with the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5 to the extent applicable. The successful Bidder will be required to comply with the ordinances to the extent applicable, and any subsequent changes to the ordinances throughout the term of this contract.

**21. PREFERENCES IN PROCUREMENT**

**Resident Business Preference:** To receive a Resident Business Preference pursuant to Section 13-1-22 NMSA 1978, the Bidder **must** submit a copy of a valid Resident Business or Resident Contractor certificate issued by the New Mexico Department of Taxation and Revenue with its bid.

If a Bidder submits a copy of a valid Resident Business or Resident Contractor certificate with its bid, five (5) percent of the total weight of all evaluation factors used in the evaluation of bids may be awarded.

Certification by the New Mexico Department of Taxation and Revenue for the resident business or contractor takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state.

OR

**Resident Veteran Business Preference:** To receive a Resident Veteran Business Preference pursuant to Section 13-1-22 NMSA 1978, the Bidder **must** submit a copy of a valid Resident Veteran Business certificate issued by the New Mexico Department of Taxation and Revenue with its bid.

If a Bidder submits with its bid a copy of a valid and current veteran resident business certificate, ten (10) percent of the total weight of all the evaluation factors used in the evaluation of bids may be awarded.

Certification by the New Mexico Department of Taxation and Revenue for the resident veteran business requires the Bidder to provide evidence including, but not limited to, gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year and evidence of veteran status.

A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident

veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

**The resident business preference is not cumulative with the resident veteran business preference.**

**Local Preference:** Local preference is not applicable, pursuant to the Agency 2013 Purchasing Procedures and Finance Policy.

**22. MULTIPLE AWARD**

Pursuant to Sections 13-1-153 and 13-1-154 NMSA 1978, the Agency reserves the right to issue multiple awards to obtain the items specified. Multiple awards are recommended to ensure availability and timely delivery of services. The Agency may award contracts to multiple bidders under the indefinite quantity agreement or “on-call” procurement process.

**23. INDEFINITE QUANTITY AGREEMENT**

The items and/or services to be ordered shall be listed on the Bid Form. All orders issued hereunder will bear both an order number and this Services Agreement number ITB 23/02/B. It is understood that no guarantee or warranty is made or implied by the Agency that any order for any definite quantity will be issued under this Services Agreement. The Bidder 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.

**24. PRICE ADJUSTMENTS**

Unless otherwise stated in the bid document, prices quoted on the Bid Form are to be firm for the duration of the contract. A request for a price adjustment as a result of an increase or decrease by the product manufacturer/supplier of such product(s) is subject to approval by the Agency via an amendment to the Price Agreement. The Contractor shall submit to the Agency sufficient justification to support the Contractor’s request.

**25. PROCUREMENT UNDER EXISTING CONTRACTS**

Bidder shall be made aware that other central purchasing offices may utilize the Services Agreement to procure services, construction, or items of tangible personal property pursuant to Section 13-1-129 NMSA 1978.

**26. TAXES**

The Agency is exempt from gross receipts tax on tangible personal property, except those used in construction. Services provided to the Agency are not exempt. A tax-exempt certificate will be issued upon written request.

**27. INVOICING**

- (A) The Contractor's invoice shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices, and extended totals. Separate invoices shall be submitted for each and every complete order.
- (B) Invoices must be submitted to **Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506** and not the City of Santa Fe.

**28. METHOD OF PAYMENT**

- (A) Every effort will be made to process payments within thirty (30) days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.
- (B) Contractor must register with the City of Santa Fe's Enterprise Resource Planning (ERP) System. Contractor's failure to do so will experience delays in processing of invoices and will not be able to do business with the Agency. Contractor can register online at <http://www.santafenm.gov/>.

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## DEFINITIONS AND TERMS

1. **Addendum:** a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Invitation to Bid. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **Bidder:** means the companies or firms submitting a bid in response to this Invitation to Bid.
4. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
5. **Central Purchasing Office:** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
6. **Chief Procurement Officer:** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
7. **City:** means the City of Santa Fe.
8. **Close of Business:** means 5:00 p.m. Mountain Time.
9. **Contractor:** means the successful Bidder who enters into a binding contract/agreement.
10. **Contract/Agreement:** means the Agency's Services Agreement for the procurement of items of tangible personal property, services or construction, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms.
11. **Desirable:** means the terms "can", "may", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.
12. **Determination:** means the written documentation of the Chief Procurement Officer's decision, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section 13-1-52 NMSA 1978).
13. **Invitation to Bid:** or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (Section 13-1-102 NMSA 1978).
14. **Joint Powers Board (JPB):** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
15. **Landfill:** means the Caja del Rio Landfill
16. **Mandatory:** means the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor that will result in the rejection of the Bidder's bid.

17. **Multi-Term Contract:** means a contract having a term longer than one year (Section 13-1-68 NMSA 1978).
18. **Procurement Manager:** means the person or designee authorized by the Agency to manage or administer a procurement of a Bid.
19. **Redacted:** means a version/copy of the Bidder's bid with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978) and summarized herein blacked-out BUT NOT omitted or removed.
20. **Resident Business:** has the meaning set forth in Section 13-1-21 (A)(6) NMSA 1978, as amended from time to time.
21. **Resident Veteran Business:** has the meaning set forth in Section 13-1-22 (A)(7) NMSA 1978, as amended from time to time.
22. **Responsible Bidder:** means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the Bidder's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the invitation to bid (Section 13-1-82 NMSA 1978).
23. **Responsive Bid:** means an offer that conforms materially to the requirements in the invitation to bid. Material respects of the invitation to bid include, but are not limited to, price, quality, quantity or delivery requirements (Section 13-1-84 NMSA 1978).
24. **Services:** means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but does not include construction or the services of employees of the Agency (Section 13-1-87 NMSA 1978).
25. **Staff:** means any individual who is a full-time, part-time, or an independently contracted employee with the Bidders' company.
26. **Unredacted:** means a version/copy of the bid containing all complete information; including any that the Bidder would otherwise consider confidential, such copy for use only for the purposes of evaluation.
27. **Written:** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

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# **SPECIFICATIONS**

**ITB 23/02/B**

## **MOTOR OILS, LUBRICANTS, ANTIFREEZE AND RELATED PRODUCTS**

### **1. BACKGROUND AND SUMMARY**

The Agency intends to establish a price agreement(s) for the purchase and delivery of Motor Oils, Lubricants, Antifreeze and Related Products. The Agency operates a variety of vehicles, heavy and industrial equipment in support of its operations which require manufacturer approved fluids. The products listed are specific to the fleet the Agency currently maintains. However, the Agency may require additional products in the future. Thus, the list of products may be revised through an amendment to the established Price Agreement.

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

Bidders should include proof of American Petroleum Institute (API) Service Requirements on new and re-refined products offered under this ITB.

### **2. BASIC QUALIFICATIONS**

All bids shall include delivery in the Santa Fe area. All delivery vehicles shall be compliant with Federal, State and Local laws and regulations.

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

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

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

### **3. SAMPLES AND TESTING**

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



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

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

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

#### **4. ORDERS AND DELIVERY**

When delivering in bulk, product quantity shall be measured by the gross gallon, with a metered delivery truck bearing a current New Mexico Department of Agriculture approval seal. Contractors not using metered trucks are grounds for termination.

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

Delivery shall be made within three (3) business days of order placement, excluding weekends (Saturdays and Sundays) and any state/federal holidays observed by the Agency. Deliveries shall be during normal operating hours for the Agency, unless different parameters are mutually agreed upon, in writing, between the Contractor and Agency's representatives. Contractor shall be required to pick up any number of empty drums upon delivery of orders. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the complete order cannot be fulfilled.

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

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

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

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

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

## **5. BILLING LOCATION AND CONTACT**

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

Santa Fe Solid Waste Management Agency  
Attn: Accountant Emily Pisula  
149 Wildlife Way  
Santa Fe, NM 87506  
Tel: (505) 424-1850 x 140  
Fax: (505) 424-1839  
Email: [episula@sfswma.org](mailto:episula@sfswma.org)

## BID FORM

ITB 23/02/B

Pricing and specific brand supplied must be provided below for the following categories. Any price increase for a product must be as a result of a price increase made by the product’s manufacturer. Pricing should include delivery of the material to the Caja del Rio Landfill (Maintenance Shop) at 149 Wildlife Way, Santa Fe, NM 87507.

**If a product cannot be provided by your company, please indicate with “N/A”.** Please provide a separate page listing of additional materials that can be supplied, if applicable. Bidders must indicate the specific grade and brand they are offering as listed in the BID FORM. Appendix B includes several Chevron product descriptions.

<b>ITEMS RESPONSE 23/02/B Motor Oils, Lubricants, Antifreeze, and Related Products</b>					
	<b>ANTIFREEZE</b>	<b>Unit</b>	<b>Number of quarts, gallons, etc. in Case (If Applicable)</b>	<b>Unit Price</b>	<b>Specific Grade/Brand Offered</b>
1	<b>DELO® ELC Antifreeze/Coolant (50/50)</b>	55-Gallon Drum			
2	<b>DELO® ELC Antifreeze/Coolant (50/50)</b>	Bulk -Per Gallon up to 275 Gallons			
3	<b>DELO® XLC Antifreeze/Coolant (50/50)</b>	55-Gallon Drum			
4	<b>DELO® XLC Antifreeze/Coolant (50/50)</b>	Bulk -Per Gallon up to 275 Gallons			

	<b>INDUSTRIAL OILS</b>	<b>Unit</b>	<b>Number of quarts, gallons, etc. in Case (If Applicable)</b>	<b>Unit Price</b>	<b>Specific Grade/Brand Offered</b>
5	<b>Chevron Hydraulic Oil AW (ISO 46)</b>	55-Gallon Drum			
6	<b>RANDO HDZ (ISO 46)</b>	55-Gallon Drum			
7	<b>RANDO HDZ (ISO 46)</b>	Bulk -Per Gallon up to 275 Gallons			
8	<b>Cetus® HiPerSyn® Oil (ISO 32)</b>	5-Gallon Pail			
9	<b>Cetus® HiPerSyn® Oil (ISO 46)</b>	5-Gallon Pail			
10	<b>Cetus® HiPerSyn® Oil (ISO 68)</b>	5-Gallon Pail			
11	<b>Cetus® HiPerSyn® Oil (ISO 100)</b>	5-Gallon Pail			
12	<b>Cetus® HiPerSyn® Oil (ISO 150)</b>	5-Gallon Pail			
13	<b>Cetus® HiPerSyn® Oil (ISO 220)</b>	5-Gallon Pail			
14	<b>Cetus® HiPerSyn® Oil (ISO 320)</b>	5-Gallon Pail			
15	<b>Cetus® HiPerSyn® Oil (ISO 460)</b>	5-Gallon Pail			

	<b>AUTOMATIC TRANSMISSION FLUIDS</b>	<b>Unit</b>	<b>Number of quarts, gallons, etc. in Case (If Applicable)</b>	<b>Unit Price</b>	<b>Specific Grade/Brand Offered</b>
16	<b>Chevron ATF + 4</b>	Case - Quarts			
17	<b>Chevron ATF MD-3</b>	Case - Quarts			
18	<b>Chevron ATF MD-3</b>	5-Gallon Pail			
19	<b>Chevron ATF MD-3</b>	55-Gallon Drum			
20	<b>Chevron Synthetic ATF MV Dexron VI</b>	Case - Quarts			
21	<b>Chevron 1000 THF</b>	5-Gallon Pail			
22	<b>DELO® Syn ATF HD</b>	Case - Quarts			
23	<b>DELO® Syn ATF HD</b>	55-Gallon Drum			
24	<b>TranSynd (Allison Transmission)</b>	Case - Gallon			
25	<b>TranSynd (Allison Transmission)</b>	5-Gallon Pail			
26	<b>TranSynd (Allison Transmission)</b>	55-Gallon Drum			
27	<b>TranSynd (Allison Transmission)</b>	Bulk -Per Gallon up to 275 Gallons			

	<b>MOTOR OILS</b>	<b>Unit</b>	<b>Number of quarts, gallons, etc. in Case (If Applicable)</b>	<b>Unit Price</b>	<b>Specific Grade/Brand Offered</b>
28	<b>DELO® 400 XLE SAE 10w30 (Synblend)</b>	Case - Per Gallon			
29	<b>DELO® 400 SDE SAE 15w40</b>	55-Gallon Drum			
30	<b>DELO® 400 SDE SAE 15w40</b>	Bulk -Per Gallon up to 275 Gallons			
31	<b>Chevron DELO 400 LE 15w40</b>	55-Gallon Drum			
32	<b>Chevron DELO 400 LE 15w40</b>	Bulk -Per Gallon up to 275 Gallons			
33	<b>Chevron Havoline Synthetic (0w20)</b>	Case - Quarts			
34	<b>Chevron Havoline Synthetic (5w20)</b>	Case - Quarts			
35	<b>Chevron Havoline Synthetic (5w30)</b>	Case - Quarts			
36	<b>Chevron Havoline Synthetic (10w30)</b>	Case - Quarts			
37	<b>Chevron Havoline Synthetic (5w40)</b>	Case - Quarts			
38	<b>Mobil Synthetic (80w90)</b>	Per Gallon			
39	<b>Mobil Synthetic (80w90)</b>	55-Gallon Drum			

	<b>GEAR/DRIVE OILS</b>	<b>Unit</b>	<b>Number of quarts, gallons, etc. in Case (If Applicable)</b>	<b>Unit Price</b>	<b>Specific Grade/Brand Offered</b>
40	<b>DELO® Gear EP-5 (SAE 80w-90)</b>	Case - Quarts			
41	<b>DELO® Gear EP-5 (SAE 80w-90)</b>	55-Gallon Drum			
42	<b>DELO® Gear EP-5 (SAE 85w-140)</b>	Case - Quarts			
43	<b>DELO® Gear EP-5 (SAE 85w-140)</b>	5-Gallon Pail			
44	<b>Chevron DELO Gear Oil (SAE 80w90)</b>	Case - Quarts			
45	<b>Chevron DELO Gear Oil (SAE 80w90)</b>	55-Gallon Drum			
46	<b>DELO® TorqForce® (SAE 10w)</b>	55-Gallon Drum			
47	<b>DELO® TorqForce® (SAE 10w)</b>	Bulk -Per Gallon up to 275 Gallons			
48	<b>DELO® TorqForce® (SAE 30w)</b>	55-Gallon Drum			
49	<b>DELO® TorqForce® (SAE 30w)</b>	Bulk -Per Gallon up to 275 Gallons			

	<b>GREASE</b>	<b>Unit</b>	<b>Number of quarts, gallons, etc. in Case (If Applicable)</b>	<b>Unit Price</b>	<b>Specific Grade/Brand Offered</b>
50	<b>DELO® Grease EP (#2)</b>	Case - 14 ounce tubes			
51	<b>DELO® Grease EP (#2)</b>	Quarter Drum			



	<b>MISCELLANEOUS FLUIDS</b>	<b>Unit</b>	<b>Number of quarts, gallons, etc. in Case (If Applicable)</b>	<b>Unit Price</b>	<b>Specific Grade/Brand Offered</b>
52	<b>Starting Fluid - 50% Ether</b>	Case – 11 Ounce Can			
53	<b>Power Steering Fluid</b>	Case - 12 Ounce Bottle			
54	<b>Power Steering Fluid</b>	Case - Quarts			
55	<b>Power Steering Fluid</b>	Case - Per Gallon			
56	<b>Diesel Exhaust Fluid (DEF)</b>	2.5 Gallon Container			
57	<b>Diesel Exhaust Fluid (DEF)</b>	Bulk -Per Gallon up to 300 Gallons			
58	<b>DOT 3 Brake Fluid</b>	Case - Quarts			
59	<b>DOT 3 Brake Fluid</b>	Case - Per Gallon			
60	<b>Non-Chlorinated Brake Parts Cleaner</b>	Case – 14 Ounce Can			
61	<b>Howe’s Diesel Conditioner and Anti-Gel</b>	Case - Quarts			

	<b>OTHER</b>	<b>Discount</b>			
62	Discount % off other products NOT listed above from the current vendor online catalog. <i>(Note: If no discount % is offered then enter 0)</i>		%		

**BIDDER'S INFORMATION**

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Date

**APPENDIX A**  
**SAMPLE PRICE AGREEMENT**

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

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

**1. SCOPE OF AGREEMENT**

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

**2. STANDARDS OF PERFORMANCE; LICENSES**

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

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

**3. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Delivery and Billing Instructions

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

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

**5. COMMERCIAL WARRANTY**

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

**6. PAYMENTS**

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

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

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

## 7. **APPROPRIATIONS**

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



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

**8. TERM AND EFFECTIVE DATE**

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

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

**9. CANCELLATION**

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

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

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

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

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

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

**10. TERMINATION**

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

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

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

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

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

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

**12. CONFIDENTIALITY**

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

**13. CONFLICT OF INTEREST**

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

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

**14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES**

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

**15. ASSIGNMENT; SUBCONTRACTING**

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

**16. NON-COLLUSION**

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

**17. RELEASE**

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

**18. INSURANCE**

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

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

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

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

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

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

**19. INDEMNIFICATION**

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

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

**20. NEW MEXICO TORT CLAIMS ACT**

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

**21. THIRD-PARTY BENEFICIARIES**

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

**22. RECORDS AND AUDIT**

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

**23. APPLICABLE LAW; CHOICE OF LAW; VENUE**

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

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

**24. AMENDMENT**

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

**25. SCOPE OF AGREEMENT**

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

**26. NON-DISCRIMINATION**

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

**27. SEVERABILITY**

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

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

**28. NOTICES**

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

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

**CONTRACTOR:**

B. Such notices may be delivered by:

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

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

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

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

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



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

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Anna Hansen  
Chairperson

\_\_\_\_\_  
Date:

**ATTEST:**

\_\_\_\_\_  
Katharine E. Clark  
Santa Fe County Clerk

**CONTRACTOR:**

\_\_\_\_\_  
Signatory  
Title  
Company

\_\_\_\_\_  
Date:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

\_\_\_\_\_  
Date:

**EXHIBIT A**

## **APPENDIX B**

### **CHEVRON PRODUCT DESCRIPTIONS**

**(Not Inclusive of all Products on BID FORM)**



# CETUS® HIPERSYN® OIL

## 32, 46, 68, 100, 150, 220, 320, 460

### PRODUCT DESCRIPTION

Cetus® HiPerSYN® Oils are synthetic compressor oils. Cetus HiPerSYN Oils are recommended for air compressors; especially portable and stationary rotary, vane, and screw compressors.

### CUSTOMER BENEFITS

Cetus HiPerSYN Oils deliver value through:

- **Long lubricant life in high temperature operations** — Outstanding thermal and oxidation stability.
- **Long machinery life and maximum compressor efficiency** — Oxidative stability and low carbon-forming tendencies minimize sludge and deposit formation.
- **Long drain intervals** — Long lubricant life means less frequent oil changes.
- **Minimal maintenance and downtime** — Trouble-free operation and extended service intervals can lead to reduced operating costs.
- **Minimum oil consumption** — Low volatility means less oil goes downstream, and less oil is needed for makeup.
- **Proven performance** in rotary screw air compressors manufactured by major OEMs including Sullair and Quincy as well as Diamond Power soot blowers.

### FEATURES

Cetus HiPerSYN Oils are formulated with premium base oil technology and a high level of purity and refinement, and has been further enhanced by their unique additive systems that provide outstanding thermal and oxidation stability, high viscosity index, high flash point, low pour point, anti-wear protection, and excellent hydrolytic stability.

Cetus HiPerSYN Oils also protect against the formation of oxidation byproducts and acidic materials which will eventually cause deposits and varnish, rust, oxidation, and foaming.

They provide demulsibility performance and help minimize entrained air, which could otherwise result in reduced lubricant film thickness and potentially lead to pump cavitation.

Cetus HiPerSYN Oils pass the acute aquatic toxicity criteria adopted by the U.S. Environmental Protection Agency (EPA). Cetus HiPerSYN Oils are registered by NSF and are acceptable as a lubricant where there is no possibility of food contact (H2) in and around food processing areas. The NSF Nonfood Compounds Registration Program is a continuation of the USDA product approval and listing program, which is based on meeting regulatory requirements of appropriate use, ingredient review and labeling verification.



Product(s) manufactured in the USA.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

A Chevron company product

1 May 2017  
10-105

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## APPLICATIONS

Cetus® HiPerSYN® Oils are formulated to provide outstanding lubricating qualities for air compressors, especially portable and stationary rotary, vane, and screw compressors.

Do not use in breathing air apparatus or medical equipment.

Cetus HiPerSYN Oils are generally designed for applications with wider operating temperature ranges as compared to non-synthetic oils. The higher viscosity grade products are especially effective in high temperature applications, such as industrial bearings and gears that require an R&O-type synthetic gear oil as well as sootblowers, where outstanding thermal and oxidative stability are required. Cetus HiPerSYN Oil ISO 320 is recommended for use in oil lubricated vibrating mechanisms in Deister vibrating machines.

Cetus HiPerSYN Oils are approved by Volvo Construction Equipment Company for use in:

- all models of Volvo Asphalt Compactors as a drum eccentric oil and carrier oil (3,000 hour extended drain interval) - Service Bulletin 160 COA 115 Version 2, dated 2017-02-16
- all models of Volvo Soil Compactors as a drum eccentric oil and carrier oil (3,000 hour extended drain interval) - Service Bulletin 160 COS 116 Version 3, dated 2017-02-16

Do not use in high pressure systems in the vicinity of flames, sparks and hot surfaces. Use only in well ventilated areas. Keep container closed.

## TYPICAL TEST DATA

ISO Grade	ASTM	32	46	68	100
Product Number		259136	259137	259138	259139
SDS Number		8562	8562	8562	8563
API Gravity	D287	36.2	35.5	35.1	34.5
Viscosity, Kinematic cSt at 40°C cSt at 100°C	D445	30.4 5.7	43.7 7.3	68.6 10.4	105 14.1
Viscosity, Saybolt SUS at 100°F SUS at 210°F	D445	160 45.6	225 50.6	352 61.2	539 75.9
Viscosity Index	D2270	130	130	136	140
Flash Point, °C(°F)	D92	230(446)	244(471)	260(500)	260(500)
Pour Point, °C(°F)	D97	-40(-40)	-36(-33)	-38(-36)	-35(-31)
Color, ASTM	D1500	L 0.5	L 0.5	L 0.5	L 0.5
Copper Corrosion 3 h at 121°C	D130	1B	1B	1B	1B
Foam Tendency/Stability, mL/mL Sequence I	D892	10/0	10/0	10/0	10/0
Oxidation Stability Hours to 2.0 mg KOH/g acid number <sup>a</sup> Minutes to 25 psi pressure drop	D943 D2272	18,000 1800	18,000 1800	18,000 1800	12,000+ 2800

a Modified ASTM D943, allowed to run beyond 10,000 h.

Minor variations in product typical test data are to be expected in normal manufacturing.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

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## TYPICAL TEST DATA

ISO Grade	ASTM	150	220	320	460
Product Number		259140	259141	259142	259143
SDS Number		8563	8563	8563	8563
API Gravity	D287	33.9	34.3	32.6	32.0
Viscosity, Kinematic cSt at 40°C cSt at 100°C	D445	158 19.5	231 27.0	336 33.7	483 43.3
Viscosity, Saybolt SUS at 100°F SUS at 210°F	D445	815 98.7	1183 132	1751 164	2520 210
Viscosity Index	D2270	142	152	142	142
Flash Point, °C(°F)	D92	260(500)	260(500)	260(500)	260(500)
Pour Point, °C(°F)	D97	-35(-31)	-34(-29)	-34(-29)	-30(-22)
Color, ASTM	D1500	L 0.5	L 0.5	L 0.5	L 0.5
Copper Corrosion 3 h at 121°C	D130	1B	1B	1B	1B
Foam Tendency/Stability, mL/mL Sequence I	D892	10/0	10/0	10/0	10/0
Oxidation Stability Hours to 2.0 mg KOH/g acid number <sup>a</sup> Minutes to 25 psi pressure drop	D943 D2272	12,000+ 2800	12,000+ 2800	12,000+ 2800	12,000+ 2800

a Modified ASTM D943, allowed to run beyond 10,000 h.

Minor variations in product typical test data are to be expected in normal manufacturing.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

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Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

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# DELO® 400 SDE

## SAE 15W-40



### PRODUCT DESCRIPTION

"Delo. Let's go further.®"

Delo® 400 SDE SAE 15W-40 with ISOSYN® Advanced Technology is a heavy duty engine oil recommended for naturally aspirated and turbocharged four-stroke diesel engines and four-stroke gasoline engines in which the API CK-4 or SN service category and SAE 15W-40 viscosity grade are recommended. Delo 400 SDE 15W-40 is also backwards compatible with diesel engines in which the API CJ-4, CI-4, CI-4 Plus and CH-4 service categories are recommended.

### CUSTOMER BENEFITS

Delo 400 SDE SAE 15W-40 with ISOSYN Advanced Technology is an API CK-4 heavy duty engine oil specifically formulated for 2017 greenhouse gas (GHG 17) compliant diesel engines designed to meet lower CO<sub>2</sub> emissions and improved fuel economy, in addition to EPA 2010 compliant low emission diesel engines with Selective Catalytic Reduction (SCR), Diesel Particulate Filter (DPF) and Exhaust Gas Recirculation (EGR) systems. It is fully compatible with previous engine models and previous API Oil Service Categories. It delivers value through:

- **Minimized Operating Costs**— Exceptional soot dispersancy and wear control. Cylinders, pistons, rings, and valve train components are well protected against wear and corrosion, providing optimum service life and minimal maintenance. Contributes to maximum vehicle utilization and minimal downtime.
- **Excellent Emission Control System Life** — Provides optimum Diesel Particulate Filter (DPF) life for minimal downtime and cleaning, thus managing your maintenance costs.
- **Managed Inventory Costs** — Backward compatible with previous API Oil Service Categories

Product(s) manufactured in the USA and Colombia.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

A Chevron company product

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HDMO-28

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and engine models. Suitable for use in four-stroke gasoline and naturally aspirated, turbocharged and modern electronically controlled/low emission diesel engines calling for an SAE 15W-40 heavy duty motor oil. Allows users with a wide mix of engine brands to enjoy simplified inventory and dispensing systems that may contribute to saving money, space and handling time.

- **Warranty Plus Protection** — Bumper-to-bumper warranty protection from the engine to the drive train. Payment for Chevron lubricant-related damage to your equipment, including parts and labor.<sup>1</sup> Problem resolution and technical advice from Chevron's lubrication experts.
- **Access to Chevron's Lubrication and Industry Knowledge** — Helps maximize your bottom line business results.

### FEATURES

Delo 400 SDE SAE 15W-40 with ISOSYN Advanced Technology is a super premium quality conventional engine oil which exceeds industry and engine manufacturers' performance requirements. It is the most recommended OEM viscosity grade for over-the-road and off-highway diesel engines.



It is formulated using the most advanced additive technology to provide outstanding protection for on- and off-highway applications, including GHG 17 and EPA 2010 compliant engines of on-highway diesel trucks burning Ultra Low Sulfur Diesel (ULSD), as well as 2014 compliant engines for off-highway vehicle diesel engines.

<sup>1</sup> See Warranty Plus for details and restrictions.



Today, Delo® 400 SDE SAE 15W-40 with ISOSYN® Advanced Technology meets the most stringent EGR soot control requirements.

Delo 400 SDE SAE 15W-40 with ISOSYN Advanced Technology has been specifically designed to meet the demands of EGR and SCR engines. It is formulated to comply with passenger car requirements where API SN performance standard and SAE 15W-40 viscosity grade are acceptable, and when maximum 800 ppm phosphorous is specified.

Delo 400 SDE SAE 15W-40 is formulated with ISOSYN Advanced Technology, which is the combination of Chevron's industry leading formulating expertise with unique, high performance additive chemistry to help extend the durability of your critical diesel engine parts.

### **ISOSYN ADVANCED TECHNOLOGY**

ISOSYN Advanced Technology is the combination of Chevron's outstanding formulating expertise, unique high performance additive chemistry and premium base oils that helps extend the durability of critical diesel engine parts.

Delo 400 products formulated with ISOSYN Advanced Technology can provide improved engine longevity, extended oil drain performance, and excellent diesel component parts protection, helping to extend vehicle life and minimize total cost of ownership when compared with previous generation Chevron HDMO formulations.

ISOSYN Advanced Technology benefits customers by helping to provide:

- Up to 35% improved oil oxidation control\*
- Up to 68% improved wear protection\*
- Up to 64% improved piston deposit control\*

\*Results will vary based on the particular Delo 400 product, operating conditions, and engine types. Always follow OEM recommendations and utilize used oil analysis testing when extending oil drain intervals.

### **FUNCTIONS**

Delo 400 SDE SAE 15W-40 with ISOSYN Advanced Technology helps keep rings clean and free for maximum combustion pressure and minimal wear. Delo 400 SDE SAE 15W-40 minimizes valve and piston crown land deposits, thereby maintaining minimal oil

consumption. Its high level of ashless dispersants keep fuel soot in suspension and help avoid filter plugging, heavy cylinder head sludge, abrasive polishing wear, high viscosity increase, and oil gelling. These problems can result in excessive engine wear and bearing failure on startup, without prior indication to the operator.

Specially selected oxidation inhibitors control oxidation, sludge, and undue thickening during oil drain periods. Delo 400 SDE SAE 15W-40's unique antiwear additive protects against valve train wear and scuffing of highly loaded parts operating under boundary lubrication. A specially selected viscosity index improver ensures easy flow at low temperatures and excellent film protection in hot engine areas.

The combination of premium dispersant additives and ISOSYN Advanced Technology allows Delo 400 SDE SAE 15W-40 to effectively disperse soot and keep it in suspension. This minimizes the risk of valve train wear, lever polishing, and filter plugging.

### **APPLICATIONS**

Delo 400 SDE SAE 15W-40 with ISOSYN Advanced Technology is a mixed fleet motor oil recommended for naturally aspirated and turbocharged four-stroke diesel engines and four-stroke gasoline engines in which the API CK-4 or SN service category and SAE 15W-40 viscosity grade are recommended. It is formulated for engines operating under severe service and a wide range of climatic conditions.

Delo 400 SDE SAE 15W-40 with ISOSYN Advanced Technology is excellent for use in new advanced engines developed to meet the latest emissions and reliability standards and in engines equipped with features like four-valve heads, super-charging, turbo-charging, direct injection, shorter piston crowns, higher power density, intercooling, full electronic management of fuel and emissions systems, exhaust selective catalytic reduction, exhaust gas recirculation, and exhaust particulate filters.

It is formulated for exceptional performance with ultra low sulfur diesel and low sulfur diesel fuels.

This product is recommended for use in today's most modern off-highway engines including those adapted for current emissions standards in construction, agriculture, mining, and marine applications

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

**Delo® 400 SDE SAE 15W-40 is approved for:**

- **API Service Categories** CK-4, CJ-4, CI-4 PLUS, CI-4, CH-4, SN
- **Cummins** CES 20086
- **Daimler MB-Approval** 228.31
- **Detroit Fluids Specification** (DFS) 93K222
- **DEUTZ** DQC III-10 LA
- **Mack** EOS 4.5
- **MTU** Category 2.1
- **Renault** RLD-4
- **Volvo** VDS-4.5

**Delo 400 SDE SAE 15W-40 meets the requirements for:**

- **ACEA** E9
- **Caterpillar** ECF-3
- **JASO** DH-2
- **MAN** M3575

**TYPICAL TEST DATA**

SAE Grade	15W-40
Product Number	222290
SDS Number	
U.S.	42671
Canada	43551
Mexico	43552
Colombia	43918
El Salvador	43919
Density at 15°C, kg/L	0.877
Viscosity, Kinematic mm <sup>2</sup> /s at 40°C	112
mm <sup>2</sup> /s at 100°C	14.6
Viscosity, Cold Crank, °C/mPa.s	-20/5400
Viscosity, MRV, °C/mPa.s	-25/16,700
Viscosity, HTHS, mPa.s	4.2
Viscosity Index	134
Flash Point, °C(°F)	230(446)
Pour Point, °C(°F)	-43(-45)
Sulfated Ash, mass %	1.0
Base Number, mgKOH/g, ASTM D2896	10
Phosphorus, mass %	0.076
Sulfur, mass %	0.3
Zinc, mass %	0.08

Minor variations in product typical test data are to be expected in normal manufacturing.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

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# DELO<sup>®</sup> 400 XLE

## SAE 10W-30 (Synblend)



### PRODUCT DESCRIPTION

"Delo. Let's go further.<sup>®</sup>"

Delo<sup>®</sup> 400 XLE SAE 10W-30 with ISOSYN<sup>®</sup> Advanced Technology is a premium synthetic blend fuel economy and mixed fleet engine oil recommended for naturally aspirated and turbocharged four-stroke diesel engines and four-stroke gasoline engines in which the API CK-4, API SN or API SN PLUS service category and SAE 10W-30 viscosity grade are recommended.

### CUSTOMER BENEFITS

Delo 400 XLE SAE 10W-30 (Synblend) with ISOSYN Advanced Technology is an API CK-4 heavy duty engine oil specifically formulated for on-highway applications, including 2017 greenhouse gas (GHG 17) compliant diesel engines with lower CO<sub>2</sub> emissions, and 2010 compliant low emission diesel engines with Selective Catalytic Reduction (SCR), Diesel Particulate Filter (DPF) and Exhaust Gas Recirculation (EGR) systems calling for SAE 10W-30 heavy duty engine oil.

Delo 400 XLE SAE 10W-30 with ISOSYN Advanced Technology is also recommended for off-highway applications when SAE 10W-30 viscosity grade is required. It is formulated for newer engines with Selective Catalytic Reduction (SCR), Diesel Particulate Filter (DPF) and Exhaust Gas Recirculation (EGR) systems. These newer engines generally meet Tier IV (2014) emissions requirements.

It is fully compatible with previous engine models and previous API Oil Service Categories.

Delo 400 XLE SAE 10W-30 delivers value through:

- **Improved Fuel Efficiency** — Up to 1% improvement vs. SAE 15W-40 oils in Class 8 diesel engine bench testing.

- **Better Low Temperature Pumpability** — Improved flow rate and pumpability versus SAE 15W-40 oils.
- **Exceptional Deposit Control** — Provides high performance piston deposit control and turbocharger protection due to its superb oxidation performance. Its high performing detergent and dispersant additives allows for extended diesel engine component protection.
- **Minimized Operating Costs** — Exceptional soot dispersancy and wear control. Cylinders, pistons, rings, and valve train components are well protected against wear and corrosion, providing optimum service life and minimal maintenance. Contributes to maximum vehicle utilization and minimal downtime.
- **Excellent Emission Control System Life** — Provides optimum Diesel Particulate Filter (DPF) life for minimal downtime and cleaning, thus managing your maintenance costs.
- **Managed Inventory Costs** — Backwards compatible with previous API Oil Service Categories. Suitable for use in four-stroke gasoline and naturally aspirated turbocharged and modern electronically controlled/low emission diesel engines calling for an SAE 10W-30 heavy duty engine oil. Allows users with a wide mix of engine brands to enjoy simplified inventory and dispensing systems that may contribute to saving money, space and handling time.
- **Warranty Plus Protection** — Bumper-to-bumper warranty protection from the engine to the drive train. Payment for Chevron lubricant-related damage to your equipment, including parts and labor.<sup>1</sup> Problem resolution and technical advice from Chevron's lubrication experts.

<sup>1</sup> See Warranty Plus for details and restrictions.

Product(s) manufactured in the USA.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

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HDMO-53

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- **Access to Chevron's Lubrication and Industry Knowledge** — Helps to maximize your bottom line business results.

## FEATURES

Delo® 400 XLE SAE 10W-30 with ISOSYN® Advanced Technology is formulated using advanced additive technology to provide outstanding protection and improved fuel efficiency for on highway applications including 2010 compliant engines.

Delo 400 XLE SAE 10W-30 is formulated with ISOSYN Advanced Technology, which is a combination of Chevron's industry-leading formulating expertise with unique, high performance additive chemistry to help extend the durability of critical engine parts.

## ISOSYN ADVANCED TECHNOLOGY

ISOSYN Advanced Technology is the combination of Chevron's outstanding formulating expertise, unique high performance additive chemistry and premium base oils that helps extend the durability of critical diesel engine parts.

Delo 400 products formulated with ISOSYN Advanced Technology can provide improved engine longevity, extended oil drain performance, and excellent diesel component parts protection, helping to extend vehicle life and minimize total cost of ownership when compared with previous generation Chevron HDMO formulations.

ISOSYN Advanced Technology benefits customers by helping to provide:

- Up to 35% improved oil oxidation control\*
- Up to 68% improved wear protection\*
- Up to 64% improved piston deposit control\*

\*Results will vary based on the Delo 400 product, operating conditions, and engine types. Always follow OEM recommendations and utilize used oil analysis testing when extending oil drain intervals.



## FUNCTIONS

Delo 400 XLE SAE 10W-30 with ISOSYN Advanced Technology helps to keep rings clean and free for maximum combustion pressure and to provide minimal wear. It minimizes valve and piston crown land deposits, thus managing oil consumption. Its high level of ashless dispersants keeps fuel soot in suspension and thus helps to avoid filter plugging, heavy cylinder head sludge, abrasive polishing wear, high viscosity increase, and oil gelling. These problems can result in excessive engine wear and bearing failure on startup, without prior indication to the operator.

Specially selected oxidation inhibitors control oxidation, sludge, and undue thickening. Its unique blend of extreme pressure antiwear additive protects against valve train wear and scuffing of highly loaded parts operating under boundary lubrication. A specially selected viscosity index improver ensures easy flow at low temperatures and excellent film protection in hot engine areas. A defoaming additive protects against air entrapment.

The combination of premium dispersant additives and ISOSYN Advanced Technology allows Delo 400 XLE SAE 10W-30 to effectively disperse soot and keep it in suspension. This minimizes the risk of valve train wear and filter plugging.

## Applications

Delo 400 XLE SAE 10W-30 with ISOSYN Advanced Technology is a fuel economy and mixed fleet motor oil recommended for naturally aspirated and turbocharged four-stroke diesel engines and four-stroke gasoline engines in which the API CK-4, API SN or API SN PLUS service categories and SAE 10W-30 viscosity grade are recommended. It is formulated for engines operating under severe service and a wide range of climatic conditions.

Excellent performance in new advanced engines developed to meet the latest emissions and reliability standards and in engines equipped with features like four-valve heads, super-charging, turbo-charging, direct injection, higher power density, intercooling, full electronic management of fuel and emissions systems, exhaust selective catalytic reduction, exhaust gas recirculation, and exhaust particulate filters.

Delo 400 XLE SAE 10W-30 with ISOSYN Advanced Technology is formulated for exceptional performance with ultra low sulfur diesel (ULSD) and other low sulfur diesel fuels.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

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This product is recommended for use in:

- Today's most modern on highway low emission designs as well as some older engines.
- Today's most modern off highway engines where an SAE 10W-30 viscosity grade is recommended including those adapted for the most stringent emissions standards in construction, agriculture, marine, and mining applications.
- Excellent performance in Auxiliary Power Units (APUs) found on trailer refrigeration (refer) units or on truck tractors to help reduce main engine idle.

**Delo® 400 XLE SAE 10W-30 is approved for:**

- **API Service Categories** CK-4, CJ-4, CI-4, CI-4 PLUS
- **Cummins** CES 20086
- **Daimler MB-Approval** 228.31
- **Daimler MB-Approval** 228.51
- **Detroit Fluids Specification (DFS)** 93K222
- **DEUTZ** DQC III-10 LA
- **Mack** EOS 4.5
- **MTU** Category 2.1
- **Renault** VI RLD-4
- **Volvo** VDS-4.5

**Delo® 400 XLE SAE 10W-30 is recommended for:**

- **ACEA** E6/E9
- **API Service Category** SN PLUS
- **Caterpillar** ECF-3
- **JASO** DH-2
- **MAN** M 3575

**TYPICAL TEST DATA**

<b>SAE Grade</b>	<b>10W-30</b>
<i>Product Number</i>	257000
<i>SDS Number</i>	
U.S.	42039
Canada	42040
Mexico	42041
Density at 15°C, kg/L	0.868
Viscosity, Kinematic mm <sup>2</sup> /s at 40°C	81
mm <sup>2</sup> /s at 100°C	11.9
Viscosity, Cold Crank, °C/mPa.s	-25/6300
Viscosity, MRV, °C/mPa.s	-30/20,400
Viscosity Index	142
Flash Point, °C(°F)	234(453)
Pour Point, °C(°F)	-46(-51)
Sulfated Ash, mass %	0.98
Base Number, mgKOH/g, ASTM D2896	10.3
Phosphorus, mass %	0.076
Sulfur, mass %	0.27
Zinc, mass %	0.082

Minor variations in product typical test data are to be expected in normal manufacturing.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

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HDMO-53



# DELO® ELC ANTIFREEZE/COOLANT

## PRODUCT DESCRIPTION

Delo® ELC Antifreeze/Coolant products are single phase, ethylene glycol based NOAT (Nitrated Organic Additive Technology) products available in various dilutions that are based on patented aliphatic carboxylate corrosion inhibitor technology specifically formulated for heavy duty cooling system applications that require nitrite.

## CUSTOMER BENEFITS

Delo ELC Antifreeze/Coolant products deliver value through:

- **Managing Costs** — Helps eliminate the cost of using SCAs (supplemental coolant additives), regular testing and the manpower required to perform these tasks effectively eliminating those costs when compared to conventional or fully formulated coolants.
- **Long Service Life** — Service life of 1,000,000 miles / 1,600,000 km on-road use / 15,000 hours off-highway use, or 8 years, or 1,500,000 miles / 2,400,000 km / 20,000 hours of diesel engine coolant system protection when properly maintained with a Delo FleetFix® CME addition at 750,000 miles / 1,200,000 km / 10,000 hours or 4 years.
- **Optimal Cooling System Operation** — The silicate free formula improves heat transfer when compared to silicate containing formulations. Silicates deposits can reduce heat transfer and increase downtime due to over-heating.
- **Maximum Hardware Life** — Maximum water pump life due to minimal water pump seal wear resulting from the silicate free formulation.
- **Excellent Protection** — Effective, long term corrosion protection, even at elevated temperatures, of commonly found cooling system metals. Effective at protecting aluminum in high temperature applications.
- **Variable Applications** — Recommended for use in on-road, off-road and stationary engine

applications that call for an extended life, silicate and phosphate free formulation that contains nitrite and molybdate. Can be used in engines using variable fuel types and variable emission control protocols. Check with your OEM for specific product application requirements.

- **Compatibility** — Compatible with other coolant formulations and supplemental coolant additives. Chevron recommends that this product not be diluted by more than 25% with other coolant formulations. Dilution by more than 25% will reduce extended life performance.
- **Biodegradability** — Biodegradable in its unused form.
- **Stability** — Storage stable for a minimum of 8 years as purchased.

## FEATURES

Delo ELC Antifreeze/Coolant products are heavy duty engine coolants that use a patented organic corrosion inhibitor technology called aliphatic carboxylates. Delo ELC is free of nitrates, borates, silicates, phosphates and amines. These products contain nitrites and molybdates for additional cylinder liner protection.

Delo ELC Antifreeze/Coolant products are recommended for use in a wide variety of cooling system applications including on-road, off-road and stationary engine applications. These products are also recommended in mixed fleet applications where heavy duty and light duty trucks are present. Please check your OEM's coolant recommendations.

Delo ELC Antifreeze/Coolant products do not require the addition of supplemental coolant additives to obtain their service life of 1,000,000 miles / 1,600,000 km / 15,000 hours, or 8 years, when properly maintained. Routine visual inspections, coolant top-off and annual laboratory testing are recommended to ensure maximum service life.

Delo ELC Antifreeze/Coolant products have been fully tested under the CAT EC-1 specification and have been

Product(s) manufactured in the USA and Colombia.  
Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

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1 March 2018  
COOL-40

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found to meet all the chemical and performance requirements of this specification.

**APPLICATIONS**

Recommended applications for Delo® ELC Antifreeze/Coolant products:

- Heavy duty engines regardless of fuel type or environmental controls being used where the OEM recommends a silicate free, extended life coolant that contains nitrites<sup>1</sup>
- Mixed fleets where both light duty and heavy duty trucks are present
- Stationary engine applications regardless of fuel type being used
- Marine cooling systems where freeze protection is needed and a nitrite containing coolant is recommended

Delo ELC Antifreeze/Coolant is approved for:

- **Deutz** DQC CB-14

Delo ELC Antifreeze/Coolant meets the specifications of:

- **ASTM** D6210
- **ASTM** D3306
- **Caterpillar** EC-1
- **Detroit** Series 60 and DD15 engines per SVC BRO 0002
- **Navistar** B1 Type 3
- **TMC** RP 329, 302A, 351 (color)

Delo ELC Antifreeze/Coolant is recommended for:

- **Caterpillar** Stationary Natural Gas Engines
- **Cummins** QSK, QST, ISX 15, ISX, ISM, ISL, ISC and ISB Diesel Engines
- **Cummins Westport** ISX 12G and ISL G CNG engines
- **Freightliner and Western Star** Truck Diesel Engines
- **GE - Jenbacher** Stationary Natural Gas Engines
- **Hino** Truck Diesel Engines
- **Isuzu** Truck Diesel Engines
- **Kenworth and Peterbilt** Truck Diesel Engines
- **Kobelco** Construction Equipment Diesel Engines

<sup>1</sup> Some OEMs recommend the use of nitrite free coolants. Check with your OEM.

- **Komatsu** Construction Equipment Diesel Engines
- **MTU** 4000 Diesel Engines
- **Navistar** Truck Diesel Engines
- **Scania and MAN** Truck Diesel Engines
- **Volvo and Mack** Truck Diesel Engines
- **Wärtsilä** Stationary Diesel Engines
- **Waukesha** Stationary Natural Gas Engines
- **White-Superior** Stationary Natural Gas Engines

Note: It is recommended that this product not be diluted with other coolant formulations by more than 25% in order to maintain performance claims.

**PRODUCT DILUTION AND BOIL OVER RECOMMENDATIONS FOR DELO ELC ANTIFREEZE/COOLANT - CONCENTRATE**

Boiling Protection, °F/°C (using a 15 lb pressure cap) 50% 1:1 (1 part antifreeze/1 part water)	265/129
Freezing Protection, °F/°C 40% 2:3 (2 parts antifreeze/3 parts water) 50% 1:1 (1 part antifreeze/1 part water) 60% 3:2 (3 parts antifreeze/2 parts water)	-12/-24 -34/-37 -62/-52

**Notes**

- Product concentrates should be agitated before use or dilution.
- Delo ELC Antifreeze/Coolant - Premixed 50/50 should be used as purchased. No dilution is recommended.
- For maximum protection against freezing in extremely cold areas, a 60 percent solution of Delo ELC Antifreeze/Coolant - Concentrate (3 parts antifreeze/2 parts water) can be used. Concentrations greater than 67 percent are not recommended.
- Always dispose of used coolant in accordance with local, state and federal guidelines.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

**PRODUCT REFERENCE**

**Note:** Bitterant is a flavor aversive that may help reduce the accidental ingestion of this product. These products contain bitterant.

Product Number 227808  
 SDS Number USA 10652  
 MSDS Number Colombia 33059  
 Delo® ELC Antifreeze/Coolant - Concentrate

Product Number 227811  
 SDS Number USA 10673  
 MSDS Number Colombia 33053  
 Delo ELC Antifreeze/Coolant - Premixed 50/50

Product Number 275111  
 SDS Number USA 23721  
 Delo ELC Antifreeze/Coolant - Premixed 60/40

Product Number 227025  
 SDS Number USA 38110  
 Delo FleetFix® CME

**TYPICAL TEST DATA**

**Delo ELC Antifreeze/Coolant - Concentrate**

Appearance	Red
Specific gravity 15/15°C	1.130
Freezing point, °C <sup>a</sup> ASTM D1177	-37
pH <sup>b</sup> , ASTM D 1287	8.3
Reserve alkalinity <sup>c</sup> , ASTM D1121	6.0
Silicate, % <sup>d</sup>	None

- a 50 vol % aqueous solution.
- b 1:2 dilution with water.
- c As received.
- d As anhydrous alkali metasilicate.

Minor variations in product typical test data are to be expected in normal manufacturing.

**Delo ELC Antifreeze/Coolant  
 ASTM D1384 Glassware Corrosion Test**

Delo ELC Antifreeze/Coolant ASTM D1384 Glassware Corrosion Test		
	ASTM Limit	Weight loss, mg per coupon <sup>a</sup>
Copper	10 max	2
Solder	30 max	0
Brass	10 max	-1
Steel	10 max	-1
Iron	10 max	-1
Aluminum	30 max	3

a Negative indicates net gain.

**PH AND RA COMPARISON OF DELO ELC ANTIFREEZE/COOLANT VERSUS TRADITIONAL COOLANTS IS SHOWN BELOW:**

	Delo ELC Antifreeze/Coolant	Traditional Antifreeze/Coolant
Typical pH	8.3	10.5
Typical RA <sup>a</sup> (mL)	6.0	12.0

a RA is defined as the amount in milliliters (mL), of 0.1 normal hydrochloric acid required to reduce the pH of 10 ml of antifreeze to 5.5.

**DELO FLEETFIX CME ADDS VALUE THROUGH:**

- **Product Specific Formulation** – Specifically formulated to work with Delo ELC. Delo FleetFix CME should be added at 750,000 miles / 1,200,000 km / 10,000 hours, or 4 years, in order to obtain up to 1,500,000 miles / 2,400,000 km / 20,000 hours, or 8 years of diesel engine coolant system protection.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

<b>Quantity of Delo FleetFix CME needed at 750,000 miles / 1,200,000 km of on-road use (4 years or 10,000 hours of off-highway use)</b>		
<b>Cooling System Capacity</b>		<b>Delo FleetFix CME Quantity</b>
Gallons	Liters	Quarts
1-5	4-19	0.5 quart
6-8	23-30	1 quart
9-12	34-45	1.5 quarts

Delo FleetFix CME should only be used with Delo ELC Antifreeze/Coolants.

**TYPICAL TEST DATA**  
For Delo FleetFix CME

Appearance	Red
Specific gravity	1.06
Silicate, %	None

Minor variations in product typical test data are to be expected in normal manufacturing.

**HANDLING PRACTICES**

The primary limiting factor in the shelf life of a coolant is silicate instability. Since silicate will eventually polymerize to silicate gel, silicate containing coolants have a shelf life of about 18 months. Delo ELC Antifreeze/Coolant is silicate-free and therefore can be stored for at least 8 years, provided the integrity of the container is maintained. Product should be agitated before use.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

1 March 2018  
COOL-40



# DELO<sup>®</sup> GEAR EP-5

## SAE 80W-90, 85W-140

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### PRODUCT DESCRIPTION

Delo<sup>®</sup> Gear EP-5 gear lubricants are recommended for use in spiral bevel and hypoid differentials, power dividers, and oil-lubricated steering axle wheel bearings.

### CUSTOMER BENEFITS

Delo Gear EP-5 delivers value through:

- **Long gear life** — Extreme pressure properties protect hypoid and other types of gears from scuffing and wear.
- **Rust and corrosion protection** — Effective inhibitor package protects against rusting or corrosion of gear and bearing surfaces.
- **Excellent foam inhibition** — Foaming minimized by use of foam inhibitor.
- **Long lubricant life** — Outstanding thermal and oxidation stability allow high temperature operation with long lubricant life.
- **Seal Protection** — Formulated to protect against oil seal deterioration.

### FEATURES

Delo Gear EP-5 are multipurpose lubricants.

They are made from paraffinic base stocks and contain a carefully balanced additive package to provide gear protection and long lubricant life.

The sulfur-phosphorus extreme pressure additive technology used in Delo Gear EP-5 provides exceptional thermal and oxidation stability. In addition, this lubricant is fortified with rust and corrosion inhibitors, a foam inhibitor, and a pour point depressant.

Product(s) manufactured in the USA.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

A **Chevron** company product

18 April 2017  
GL-46

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The sulfur-phosphorus extreme pressure additives in Delo Gear EP-5 minimize the spalling and wear of gears by creating a microthin sacrificial film on the surface of the gear teeth which is actually softer than the gears themselves. Frictional heat and pressures between gear teeth cause the sulfur-phosphorus to react with the surfaces of the gear teeth at the point of contact, thus creating the sacrificial film.

The highly refined base stocks and various inhibitors in the additive package help assure a well-balanced lubricant and long gear and bearing life.

### APPLICATIONS

Delo Gear EP-5 lubricants are recommended for use in spiral bevel and hypoid differentials, power dividers, and oil-lubricated steering axle wheel bearings.

Their multiviscosity characteristics allow their use in equipment operating over a broad ambient temperature range. This means good cold flow properties and gear protection.

Delo Gear EP-5 lubricants are approved for **SAE J2360** (formerly known as MIL-PRF-2105E) and meet the requirements of:

- **API Service Categories** MT-1, GL-4 and GL-5
- **Mack** GO-J

**TYPICAL TEST DATA**

<b>SAE Grade</b>	<b>80W-90</b>	<b>85W-140</b>
<i>Product Number</i>	223022	223021
<i>SDS Number</i>		
<i>U.S.</i>	44036	44036
<i>Canada</i>	44042	44042
<i>Mexico</i>	44043	44043
Density at 15.6°C(60°F), kg/L(lb/gal)	0.8856(7.39)	0.8991(7.50)
Viscosity, Kinematic		
cSt at 40°C	145	341
cSt at 100°C	14.2	25.0
Viscosity, Brookfield		
cP at -12°C	—	80,000
cP at -26°C	73,000	—
Viscosity Index	95	95
Flash Point, °C(°F)	218(421)	226(439)
Pour Point, °C(°F)	-33(-27)	-15(+5)

Minor variations in product typical test data are to be expected in normal manufacturing.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.



# DELO<sup>®</sup> GEAR ESI<sup>®</sup>

## SAE 80W-90, 85W-140

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### PRODUCT DESCRIPTION

"Delo. Let's go further.<sup>®</sup>"

Delo<sup>®</sup> Gear ESI<sup>®</sup> are premium grade automotive gear lubricants designed for gears operating under severe temperature and load conditions, and whose SAE 80W-90 viscosity grade offers extended-drain performance comparable to leading synthetics.

### CUSTOMER BENEFITS

Delo Gear ESI deliver value through:

- **Minimal wear** — Delo Gear ESI are formulated to promote long life for gears, bearings, and seals.
- **Seal compatibility** — Seal materials are not adversely affected by Delo Gear ESI at temperatures as high as 163°C (325°F).
- **Low operating temperatures** — Unique additive chemistry minimizes friction resulting in cool operating temperatures.
- **Long lubricant life** — The outstanding thermal and oxidation stability characteristics of Delo Gear ESI allow for optimal drain intervals which may result in lubricant savings.
- **Fuel savings** — The remarkable low friction properties of this product contribute to minimal energy consumption.
- **Compatibility** — Compatible with conventional sulfur-phosphorus and synthesized hydrocarbon based lubricants.

### FEATURES

Delo Gear ESI are premium grade automotive gear lubricants.

**ISOSYN**<sup>®</sup>  
TECHNOLOGY<sup>®</sup>

They are formulated with ISOSYN<sup>®</sup> Technology and compounded with a unique extreme pressure additive utilizing an inorganic borate compound. They also contain a patented, synergistic combination of additives that protect against wear, seizure, oxidation, corrosion, rust, and foam.

Delo Gear ESI are ideally suited for gear sets exposed to extremely high temperatures and loads.

Tests have proven that Delo Gear ESI provide a wear protection film 3 to 5 times thicker than the conventional sulfur-phosphorus antiwear film. The inorganic borate film is composed of compounds that do not react with metal. The film forms promptly to provide exceptional gear protection and maximum thermal stability. By minimizing friction, cool operating temperatures have been observed.

### APPLICATIONS

These lubricants are excellent automotive gear lubricants, particularly those operating under severe temperature and load conditions. They provide excellent wear control even in the presence of small amounts of water. Their exceptional thermal and oxidation stability, and antiwear performance promote long gear life and optimal drain intervals.

Delo Gear ESI **SAE 80W-90** was field tested in more than 100 on-highway, Class 8 trucks with drain intervals of 500,000 to 750,000 miles. The product showed excellent field results in axles manufactured by **Dana, Meritor, and Mack**. It is approved for the extended drain specifications of both **Meritor** and **Mack**.

Product(s) manufactured in the USA.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

A **Chevron** company product

21 February 2014  
GL-11

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Delo® Gear ESI®:

- meet the performance requirements of **API Service Categories** GL-4, GL-5, and MT-1
- are qualified for **SAE J2360** (formerly known as MIL-PRF-2105E)
- are approved for **Meritor** TP-9539 up to 500,000 mile initial and service fill (refer to manufacturer's recommendations for extended drain lubricants)
- SAE 80W-90 is approved for **Mack** GO-J PLUS up to 500,000 mile initial and service fill (refer to manufacturer's recommendations for extended drain lubricants)

**TYPICAL TEST DATA**

SAE Grade	80W-90	85W-140
Product Number	224503	224504
SDS Number	6698	6698
Density at 15°C, kg/L	0.8882	0.9013
Viscosity, Kinematic cSt at 40°C cSt at 100°C	140 14.2	341 25.0
Viscosity, Brookfield cP at -12°C cP at -26°C	— 120,000	80,000 —
Viscosity Index	99	95
Flash Point, °C(°F)	210(410)	210(410)
Pour Point, °C(°F)	-33(-27)	-15(+5)
Timken OK Load, lb	75	75

Minor variations in product typical test data are to be expected in normal manufacturing.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.



# DELO® GREASE EP

## 00, 0, 1, 2

### PRODUCT DESCRIPTION

Delo® Greases EP are technically advanced, extreme pressure greases for a wide variety of on-road applications.

### CUSTOMER BENEFITS

Delo Greases EP deliver value through:

- **Extreme pressure high load carrying capacity**
- **Excellent corrosion and wear protection**
- **Excellent water resistance**
- **Excellent high temperature stability**
- **Outstanding low temperature pumpability**

### FEATURES

Delo Greases EP are technically advanced, extreme pressure greases for a wide variety of on-highway and light duty off-road applications.

**ISOSYN**  
TECHNOLOGY®

They are formulated with highly refined base stocks, a lithium complex thickener, rust and oxidation inhibitors, and extreme pressure and tackiness additives. They are blue in color with a tacky texture.

They are engineered to minimize friction and wear with a thick, velvety coating for excellent load carrying protection.

Delo Greases EP are specially formulated for extreme pressure wheel bearing and chassis applications including the steering drag links, king pins, transmission cross shaft spring pins, shackle pins, brake cam shafts, and fifth wheel faceplates and pivots operating under high and low temperature conditions.

The high viscosity index base oil makes these products perfect for the centralized lubrication systems found on today's mobile equipment.

Product(s) manufactured in the USA and Colombia.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

A Chevron company product

1 July 2017  
GR-35

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Chevron, the Chevron Hallmark, Delo, ISOSYN and the ISOSYN logo are trademarks owned by Chevron Intellectual Property LLC. All other trademarks are property of their respective owners.

These products are formulated to perform in unusually demanding conditions of high and low temperatures. The lithium complex thickener in Delo Greases EP elevates the dropping point to approximately 266°C (510°F). This high dropping point equates to excellent high temperature stability up to 177°C (350°F).

Delo Greases EP have the proper base oil viscosity to meet NLGI GC-LB requirements for low temperature operation. **NLGI 1** and **2** are recommended for applications operating in the temperature range of -18°C to 177°C (0°F to 350°F). **NLGI 00** and **0** can be used at temperatures as low as -34°C (-30°F).

Delo Greases EP exceed the requirements of NLGI GC-LB for EP protection and rust protection, making them well suited for the most severe applications.

### APPLICATIONS

Delo Greases EP are designed for extreme duty in a wide variety of on-highway and light duty off-road vehicle and equipment applications.

**On-highway heavy duty trucks** — These lubricants are perfect for a wide variety of Class 8 trucks in most chassis and wheel bearing applications ranging from automatic centralized greasing systems to wheel bearings operating near the high temperatures of disc brakes. This product is for most applications, from owner/operators to fleets (especially those considering extended service intervals).

**Light Duty Off-Road vehicles** — Whether the application is in logging, agriculture or utilities, these greases will perform. Use them in tractors, cherry pickers or any of a number of light duty off-road vehicles. For heavy-duty construction and mining applications, please refer to the Chevron Delo® HD Grease product data sheet.



**Medium- and light-duty trucks and buses** —As with their heavy duty counterparts, the Class 7 and Class 6 vehicles and buses require an extreme duty grease. Delo® Greases EP will provide that performance.

**Automobiles** — Delo Greases EP are exceptional lubricants for high temperature wheel bearings and other high performance automotive applications.

**NLGI 1 and 2** are approved for the NLGI Certification Mark GC-LB.

Delo Greases EP 2 meets the requirements of the Mack MG-C grease specification.



Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

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**TYPICAL TEST DATA**

<b>NLGI Grade</b>	<b>00</b>	<b>0</b>	<b>1</b>	<b>2</b>
Product Number	235212	235211	235209	235208
SDS/MSDS Number				
USA	6818	6818	6818	6818
Canada	6818CAN	6818CAN	6818CAN	6818CAN
Mexico	6818MEX	6818MEX	6818MEX	6818MEX
Colombia				33733
Operating Temperature, °C(°F)				
Minimum <sup>a</sup>	-40(-40)	-40(-40)	-40(-40)	-40(-40)
Maximum <sup>b</sup>	132(270)	132(270)	177(350)	177(350)
Penetration, at 25°C(77°F) Worked (60 Strokes)	415	370	325	280
Dropping Point, °C(°F)	n/a	235(455)	245(471)	255(491)
Four Ball Weld Point, kg	315	315	315	315
Four Ball Wear Scar, mm	0.45	0.45	0.45	0.45
Timken OK Load, lb	50	50	50	50
Water Washout, wt %	n/a	15	10	5
Water Spray-off, wt %	n/a	n/a	30	20
Lincoln Ventmeter, psig at 30 s, at				
75°F	—	—	—	—
30°F	50	100	200	250
0°F	50	150	450	700
-22°F	100	450	1250	1400
Copper Corrosion	1b	1b	1b	1b
Bearing Rust, 5% Synthetic Sea Water	Pass	Pass	Pass	Pass
Thickener, % Type	4.0 Lithium Complex	5.8 Lithium Complex	8.0 Lithium Complex	11.0 Lithium Complex
ISO Viscosity Grade Base Oil Equivalent	220	220	220	220
Viscosity, Kinematic* cSt at 40°C cSt at 100°C	226 20.7	226 20.7	226 20.7	226 20.7
Viscosity, Saybolt* SUS at 100°F SUS at 210°F	1188 104.2	1188 104.2	1188 104.2	1188 104.2
Viscosity Index	107	107	107	107
Flash Point, °C(°F)*	274(525)	274(525)	274(525)	274(525)
Oil Separation, wt %	n/a	5	5	5
Texture	Tacky	Tacky	Tacky	Tacky
Color	Blue	Blue	Blue	Blue

a Minimum operating temperature is the lowest temperature at which a grease, already in place, could be expected to provide lubrication. Most greases cannot be pumped at these minimum temperatures.

b Maximum operating temperature is the highest temperature at which the grease could be used with frequent (daily) relubrication.

\* Determined on mineral oil extracted by vacuum filtration.

**Delo® Grease EP – Continued**

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Minor variations in product typical test data are to be expected in normal manufacturing.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

1 July 2017  
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# DELO® SYN ATF HD

## PRODUCT DESCRIPTION

"Delo. Let's go further.®"

Delo® Syn ATF HD is specially engineered for heavy duty automatic truck and bus transmissions operating in extended service. It is officially approved by Voith and ZF for extended drain intervals.

## CUSTOMER BENEFITS

Delo Syn ATF HD delivers value through:

- **Extended drains** of up to six times that of a conventional automatic transmission fluid.
- **Protection** against the formation of lacquers, sludge, or other harmful deposits.
- **Exceptional stability** provided by excellent base oil and extra oxidation inhibitors.
- **Fast circulation during cold weather** and excellent lubricating qualities when hot.
- **Optimized friction characteristics** for smooth shifting and efficient power transfer.

## FEATURES

Delo Syn ATF HD is designed for severe duty and extended drain intervals. It is recommended for any application that calls for the Allison TES-295<sup>®1</sup> and Allison TES-389<sup>™</sup> performance levels. It has been field tested in several urban transit fleets with excellent results for drain intervals ranging from 50,000 to 100,000 miles.

It is manufactured from synthetic base oils and additives that help provide oxidation and thermal stability, friction control, load-carrying ability, corrosion and wear protection. It helps prevent the accumulation of deposits and the formation of sludge, varnish, and foam.

**ISOSYN**  
TECHNOLOGY®

1 TES-295 is a registered trademark and TES-389 is a trademark of Allison Transmission, Inc.

Product(s) manufactured in the USA.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

A Chevron company product

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Delo Syn ATF HD has excellent low temperature flow properties and enhanced protection against viscosity breakdown.

Under the most severe operating conditions, this fluid:

- maintains friction control for smooth shift action.
- retains low temperature fluidity and high temperature stability for long operating periods.
- provides excellent antiwear protection.
- greatly extends the time to transmission overhauls due to sludge, corrosion, wear of clutches and bands, gears and bearings, leakage past seals, and loss of frictional properties compared to a conventional automatic transmission fluid.

## APPLICATIONS

Delo® Syn ATF HD is specially engineered for heavy duty automatic truck and bus transmissions operating in extended service. It is officially approved by Voith and ZF for extended drain intervals. It is also approved for Volvo 97341 applications.

It is suitable for Allison TES-389 standard drain and Allison TES-295 extended drain service; however, it is not approved by Allison for these applications.

It is also an excellent choice for passenger cars and light trucks requiring General Motors DEXRON®-III,<sup>2</sup> as well as Ford MERCON® and MERCON® V,<sup>3</sup> especially for those vehicles in moderate to severe service. Examples of severe service applications include police cars,

- 2 DEXRON is a registered trademark of General Motors LLC.
- 3 MERCON is a registered trademark of Ford Motor Company. Although Delo Syn ATF HD is suitable for use in transmissions that require MERCON and MERCON V fluids, this product is not officially licensed or approved by Ford for such applications and its use may void Ford's warranty. For applications that require a MERCON V licensed product, please use Chevron ATF MERCON V.

10 August 2017  
TTF-22

## Delo® Syn ATF HD – Continued

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taxicabs, pickup & delivery trucks, recreational vehicles, and tow trucks.

Delo Syn ATF HD has the following qualifications:

- **MAN** 339 V-2, 339 Z-2
- **Voith** H55.6336.XX
- **Volvo** 97341
- **ZF** TE-ML 03D, TE-ML 04D, TE-ML 14B, TE-ML 16L, TE-ML 17C, TE-ML 20B

Do not use in high pressure systems in the vicinity of flames, sparks and hot surfaces. Use only in well ventilated areas. Keep container closed.

Do not use in breathing air apparatus or medical equipment.

### TYPICAL TEST DATA

<i>Product Number</i>	223040
<i>SDS Number</i>	35581
API Gravity	35.2
Viscosity, Kinematic mm <sup>2</sup> /s at 40°C mm <sup>2</sup> /s at 100°C	35.3 7.4
Viscosity, Saybolt SUS at 100°F SUS at 210°F	179 51
Viscosity, Brookfield mPa.s at -40°C	11,400
Viscosity Index	183
Flash Point, °C(°F)	216(421)
Pour Point, °C(°F)	-49(-56)
Color	Red
FZG Gear Wear Test, Failure Load Stage	12

Minor variations in product typical test data are to be expected in normal manufacturing.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

10 August 2017  
TTF-22



# DELO<sup>®</sup> TORQFORCE<sup>®</sup>

## SAE 10W, 30, 50, 60

### PRODUCT DESCRIPTION

Delo<sup>®</sup> TorqForce<sup>®</sup> products are high performance lubricants designed for use in transmissions, final drives, and hydraulic systems in Allison, Caterpillar, Dana Powershift, Komatsu, Komatsu Dresser, Tremec / TTC, Vickers and ZF equipment.

### CUSTOMER BENEFITS

Delo TorqForce products deliver value through:

- **Long equipment life** — Special additives help protect metal surfaces against scuffing and wear even under severe operating conditions of high temperature and high load.
- **Smooth operation** — Excellent frictional control helps prevent clutch slippage and offers quiet and efficient action of transmission and brakes while minimizing wear.
- **Minimal downtime** — Good compatibility with seals, O-rings, and packing materials maintains their good condition and keeps leakage at a minimum.
- **Improved filterability** — Delo TorqForce is formulated with special additive chemistry that allows for ultra-fine filtration which provides exceptional fluid cleanliness and equipment reliability performance.
- **Long oil life** — Outstanding ability of the base stock to withstand oxidation at high operating temperatures results in maximum service life for the oil.
- **Reliable operation** — Formulated to keep metal parts clean and free of varnish and sludge deposits that could result in premature breakdown.
- **Minimizing weather and storage concerns** — Protects against rust and corrosion of highly finished precision parts when operating in humid conditions and during seasonal shutdown periods.

- **Warranty Plus protection** — Bumper-to-bumper warranty protection from the engine to the drive train. Payment for Chevron lubricant-related damage to your equipment, including parts and labor.<sup>1</sup> Problem resolution and technical advice from Chevron's lubrication experts.

### FEATURES

Delo TorqForce products are high performance lubricants designed for use in transmissions, final drives, and hydraulic systems requiring a fluid meeting Caterpillar TO-4 or Allison C-4 requirements. They are also recommended for transmission and hydraulic systems manufactured by Dana Powershift, Komatsu, Komatsu Dresser, Tremec/TTC, Vickers and ZF.

**ISOSYN**  
TECHNOLOGY<sup>®</sup>

They are manufactured using highly refined base oils, detergents, dispersants, oxidation and corrosion inhibitors, antiwear and extreme pressure agents, and a foam suppressant.

Delo TorqForce products are designed for both newly developed and older model drive train components.

They offer excellent friction retention, wear control, seal compatibility, oxidation stability, and viscosity stability.

The frictional characteristics of the fluid are retained over the life of the lubricant.

Delo TorqForce products are formulated to help protect against wear, even in severe service conditions and under high loads. They help protect precision parts against wear under high load conditions by controlling the formation of corrosion, varnish, and sludge.

Delo TorqForce products are compatible with new and traditional seal and clutch materials.

<sup>1</sup> See Warranty Plus for details and restrictions.

Product(s) manufactured in the USA, Colombia and El Salvador. Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

A Chevron company product

1 July 2016  
TTF-31

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**APPLICATIONS**

Delo® TorqForce® products are recommended for use in Caterpillar, Komatsu, transmissions, final drives, and wet brakes, and in Allison, Dana Powershift, Tremec/TTC, Vickers and ZF transmissions, torque converters, and hydraulic systems.

Under normal ambient temperatures, **hydraulic systems will use the SAE 10W** viscosity grade. SAE 10W and 30 are recommended for mobile hydraulic systems where operating requirements are severe.

**Transmissions will use the SAE 30** viscosity grade. Delo TorqForce products are also recommended for heavy duty off highway automatic transmissions requiring an SAE 10W, 30, 50 or 60 fluid.

**Final drives will use the SAE 50** viscosity grade at normal temperatures and the SAE 60 at high ambient temperatures.

In order to meet Caterpillar specifications, Delo TorqForce products are not friction modified. Thus, they are not recommended for equipment made by other OEMs who require friction modified fluids in order

to assure smooth and quiet brake operation. For example, many farm tractor OEMs require fluids such as Chevron 1000 THF in order to eliminate brake noise.

**Delo TorqForce products are approved for:**

- ZF TE-ML 03C (SAE 10W, 30)
- ZF TE-ML 07F (SAE 30)

**Delo TorqForce products meet:**

- requirements of Allison C-4 (SAE 10W, 30)
- service requirements of Caterpillar TO-4

**Delo TorqForce products are recommended for:**

- Dana Powershift (SAE 10W, 30)
- Komatsu KES 07.868.1
- Komatsu Dresser
- Tremec/TTC
- Vickers 35VQ25 (SAE 10W, 30)

Do not use in high pressure systems in the vicinity of flames, sparks and hot surfaces. Use only in well ventilated areas. Keep container closed.

**TYPICAL TEST DATA**

SAE Grade	10W	30	50	60
Product Number	293105	293106	293107	293108
SDS/MSDS Number				
USA	38351	38351	38351	38351
Colombia	38355	38355	38355	38355
El Salvador	39331	39331	39331	—
API Gravity	30.0	28.7	26.5	25.0
Viscosity, Kinematic				
cSt at 40°C	43.8	87.5	199	319
cSt at 100°C	6.8	10.9	18.5	25.0
Viscosity, Cold Crank, °C/Poise	-25/60	—	—	—
Viscosity Index	110	110	103	101
Flash Point, °C(°F)	238(460)	266(511)	266(511)	266(511)
Pour Point, °C(°F)	-33(-27)	-27(-17)	-27(-17)	-15(+5)

Minor variations in product typical test data are to be expected in normal manufacturing.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.



# DELO® XLC ANTIFREEZE/COOLANT

## PRODUCT DESCRIPTION

Delo® XLC Antifreeze/Coolant is a non-nitrated extended life OAT (Organic Additive Technology) formulation for heavy or light duty vehicles and other equipment. Delo XLC is formulated with an aliphatic carboxylate corrosion inhibitor system available as a concentrate and a premix 50/50.

## CUSTOMER BENEFITS

Delo XLC Antifreeze/Coolant products deliver value through:

- **Long Service Life** — Service life of 1,000,000 miles / 1,600,000 km / 15,000 hours, or 8 years, or 1,200,000 miles / 1,900,000 km / 20,000 hours or 8 years of diesel engine coolant system protection when properly maintained with a Delo FleetFix® CMX addition at 600,000 miles / 960,000 km / 10,000 hours or 4 years.
- **Excellent Protection** — Excellent protection against pitting, corrosion and erosion even on hard to protect metals like aluminum.
- **Minimized Maintenance and Related Costs** — Recommend Delo Coolant Maintenance Kit for routine coolant testing to help detect and eliminate cooling system issues.
- **Heat Transfer** — Excellent heat transfer compared to silicate containing coolants.
- **Hardware Life** — Maximum water pump life due to no silicate formula.
- **Various Applications** — Excellent protection for mixed fleets where the OEM specifies a nitrite free coolant. Can be used in heavy duty engines using reduced emission protocols including or combining EGR, DPF, SCR and after-cooler technologies. This product is recommended for mixed fleet applications.<sup>1</sup>

<sup>1</sup> Some OEM's require the use of nitrite in heavy duty engine applications.

Product(s) manufactured in the USA.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

A Chevron company product

1 March 2018  
COOL-46

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- **Wide Temperature Applications** — Protection against winter freeze-up and summer boll-over.
- **Biodegradability** — Biodegradable in its unused form.
- **Compatibility** — Compatible with conventional antifreeze. Dilution with conventional antifreeze will reduce extended life benefits. Chevron recommends that this product not be diluted by more than 25% with other coolant formulations.
- **Stability** — Can be stored for 8 years in sealed containers without any effect on the product quality or performance.

## FEATURES

Delo XLC Antifreeze/Coolant is a heavy-duty, ethylene glycol based engine coolant which incorporates patented organic corrosion inhibitor technology called aliphatic carboxylates. The Delo XLC formula is free of nitrite, nitrate, borate, phosphate, silicate, and amines, and provides maximum protection of the six basic metal alloys found in most heat transfer systems. Delo XLC products do not contain phosphates or silicates which are known to contribute to hard water scale issues. Delo XLC promotes maximum water pump seal life by eliminating inorganic corrosion inhibitors. Delo XLC has a recommended service life of 1,000,000 miles / 1,600,000 km / 15,000 hours or 8 years. This product will not require the addition of supplementary coolant additives (SCA's) to achieve its recommended service life. Routine visual inspections, coolant top-off and annual laboratory testing are recommended to ensure maximum service life.

*Note: These products are not to be used to protect the inside of potable water systems against freezing.*

## APPLICATIONS

Recommended applications for Delo XLC Antifreeze/Coolant:



## Delo® XLC Antifreeze/Coolant – Continued

- Heavy duty engines regardless of fuel type or environmental controls being used where the OEM recommends a nitrite free, silicate free coolant.
- Mixed fleets where automobiles, light duty trucks and heavy duty trucks are being serviced and the OEM recommends a nitrite free, silicate free product.<sup>1</sup>
- Recreational vehicles where a nitrite free, silicate free product is recommended.
- On-road, Off-road and Marine cooling system applications.

Delo® XLC Antifreeze/Coolant is approved for:

- **Cummins** CES 14439
- **Detroit Diesel** DFS93K217ELC
- **Deutz** DQC CB-14
- **Komatsu** KES 07.892
- **MAN** 324 Type SNF
- **MB-Approval** 325.3 (Concentrate)
- **MB-Approval** 326.3 (Premixed 50/50)

Delo XLC Antifreeze/Coolant meets the specifications of:

- **ASTM** D3306
- **ASTM** D6210
- **DAF** 74002
- **MTU** MTL 5048
- **TMC** RP 364

Delo XLC Antifreeze/Coolant is recommended for use in:

- **GE - Jenbacher** Stationary Natural Gas Engines
- **Hino** Truck Diesel Engines
- **Isuzu** Truck Diesel Engines
- **Kobelco** Construction Equipment Diesel Engines
- **MTU** 2000/4000 Diesel Engines
- **Navistar™** MAXXFORCE Engines
- **Scania** Truck Diesel Engines
- **Volvo** Construction Equipment (VCE) Diesel Engines
- **Volvo and Mack** Truck Diesel Engines
- **Wärtsilä** Stationary Diesel Engines
- **Vestas** Wind Turbine Power Electronics External Coolant System
- European HD OEMs that require both Phosphate-free and Nitrite-free formulations

- Japanese HD OEMs that require Silicate-free formulations

It is recommended that this product not be diluted with other coolant formulations by more than 25% in order to maintain performance claims.

### PRODUCT DILUTION AND BOIL OVER PROTECTION RECOMMENDATIONS FOR DELO XLC ANTIFREEZE/COOLANT - CONCENTRATE

Boiling Protection, °F/°C (using a 15 lb pressure cap) 50% 1:1 (1 part antifreeze/1 part water)	265/129
Freezing Protection, °F/°C 40% 2:3 (2 parts antifreeze/3 parts water) 50% 1:1 (1 part antifreeze/1 part water) 60% 3:2 (3 parts antifreeze/2 parts water)	-12/-24 -34/-37 -62/-52

#### Notes

- Product concentrates should be agitated before use or dilution.
- Delo XLC Antifreeze/Coolant - Premixed 50/50 should be used as purchased. No dilution is recommended.
- For maximum protection against freezing in extremely cold areas, a 60 percent solution of Delo XLC Antifreeze/Coolant - Concentrate (3 parts antifreeze/2 parts water) can be used. Concentrations greater than 67 percent are not recommended.
- Always dispose of used coolant in accordance with local, state and federal guidelines.

#### PRODUCT REFERENCE

**Note:** Bitterant is a flavor aversive that may help reduce the accidental ingestion of this product. These products contain bitterant.

Product Number 227076  
SDS Number 38086  
Delo XLC Antifreeze/Coolant - Concentrate

Product Number 227077  
SDS Number 38123  
Delo XLC Antifreeze/Coolant - Premixed 50/50

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

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**DELO® XLC ANTIFREEZE/COOLANT  
ASTM D1384 GLASSWARE CORROSION TESTS**

<b>Delo XLC Antifreeze/Coolant ASTM D1384 Glassware Corrosion Test 33% Glycol Solution</b>		
	ASTM Limit	Weight loss, mg per coupon <sup>a</sup>
Copper	10 max	0
Solder	15 max	2
Brass	10 max	0
Steel	10 max	0
Iron	10 max	-1
Aluminum	20 max	2

a Negative indicates net gain.

<b>Delo XLC Antifreeze/Coolant ASTM D1384 Glassware Corrosion Test 70% Glycol Solution</b>		
	ASTM Limit	Weight loss, mg per coupon <sup>a</sup>
Copper	10 max	3
Solder	15 max	1
Brass	10 max	3
Steel	10 max	1
Iron	10 max	1
Aluminum	20 max	-2

a Negative indicates net gain.

**DELO XLC ANTIFREEZE/COOLANT  
ASTM D4340 HOT SURFACE ALUMINUM TEST**

<b>Delo XLC Antifreeze/Coolant ASTM D4340 Hot Surface Aluminum Test</b>		
	ASTM Limit	Weight loss, mg per coupon
Aluminum	1 max	.1

**DELO XLC ANTIFREEZE/COOLANT  
ASTM D2809 WATER PUMP CAVITATION TEST**

<b>Delo XLC Antifreeze/Coolant ASTM D2809 Water Pump Cavitation Test</b>		
	ASTM Limit	Performance Rating
	8 mln	10

**DELO XLC ANTIFREEZE/COOLANT  
ASTM D7583 JD CAVITATION TEST**

<b>Delo XLC Antifreeze/Coolant ASTM D7583 JD Cavitation Test</b>		
	ASTM Limit	Number of Pits
	200 max	131

**DELO XLC ANTIFREEZE/COOLANT  
CUMMINS CAVITATION TEST**

<b>Delo XLC Antifreeze/Coolant Cummins Proprietary Test</b>		
	Requirement	Performance
	Pass	Pass

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

**DELO FLEETFIX CMX ADDS VALUE THROUGH:**

- **Product Specific Formulation** — Specifically formulated to work with Delo XLC. Delo FleetFix CMX should be added at 600,000 miles / 960,000 km /, 10,000 hours or 4 years in order to obtain 1,200,000 miles / 1,900,000 km / 20,000 hours or 8 years of diesel engine coolant system protection.

Quantity of Delo FleetFix CMX needed at 600,000 miles / 960,000 km of on-road use (4 years or 10,000 hours of off-highway use)		
Cooling System Capacity		Delo FleetFix CME Quantity
Gallons	Liters	Quarts
1-5	4-19	0.5 quart
6-8	23-30	1 quart
9-12	34-45	1.5 quarts

Delo FleetFix CMX should only be used with Delo XLC Antifreeze/Coolants.

**TYPICAL TEST DATA**

**DELO® XLC ANTIFREEZE/COOLANT - CONCENTRATE**

Appearance	Pink
Specific gravity 15/15°C	1.130
Freezing point, °C <sup>a</sup> , ASTM D1177	-37
pH <sup>b</sup> , ASTM D1287	8.5
Reserve alkalinity <sup>c</sup> , ASTM D1121	6.0
Silicate, % <sup>d</sup>	None

- a 50 vol % aqueous solution.
- b 1:2 dilution with water.
- c As received.
- d As anhydrous alkali metasilicate.

Minor variations in product typical test data are to be expected in normal manufacturing.

**HANDLING PRACTICES**

The primary limiting factor in the shelf life of a coolant is silicate instability. Since silicate will eventually polymerize to silicate gel, silicate containing coolants have a shelf life of about 18 months. Delo XLC Antifreeze/Coolant is silicate-free and can be stored for 8 years, provided the container remains sealed. Product should be agitated before use.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.