MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: September 9, 2026
Subject: Request for Approval to Award ITB No. FY27-ITB-001 - Motor Oils, Lubricants, Antifreeze and Related Products to Multiple Vendors

SUMMARY:

The Agency recommends awarding Invitation to Bid (ITB) No. FY27-ITB-001 for motor oils, lubricants, antifreeze, and related products to three vendors.

On July 15, 2026, the Agency issued ITB No. FY27-ITB-001 to secure vendor pricing for fluids and related products required to maintain the Agency's commercial fleet of heavy trucks, heavy equipment, and vehicles. Three companies responded on July 31, 2026.

- MOJO Auto Parts d/b/a/ Mighty Auto Parts #625B
- Safety-Kleen Systems
- Senergy Petroleum

After reviewing the bids, the Agency confirmed that three bids met the minimum requirements specified in the ITB.

The Agency also requests approval of Price Agreements (Agreements) with three vendors. The Agreements may be extended for nine (9) additional years, on a year-to-year basis, at the same price terms and conditions, by mutual agreement between the vendor and the Agency. The Agreements cannot exceed ten years.

The Agreements do not commit the Agency to a specific quantity or dollar amount for fluids or materials. Instead, the Agreements allow the Agency to procure fluids and materials as needed from multiple vendors.

Funding is available from:

- 8100851.520400 (Repair and Maintenance, Machine and Equipment – Landfill)
- 8100852.520400 (Repair and Maintenance, Machine and Equipment – BuRRT)

BACKGROUND:

The ITB included a list of Chevron products used by the Agency. Bidders were informed that other products offered by the bidders must meet or exceed the performance standards of the corresponding Chevron product.

This ITB allows other government entities to procure the specified goods under this solicitation. As a multiple-award procurement, this approach affords the greatest flexibility for the Agency and others to secure fluids and materials.

ACTION REQUESTED:

The Agency recommends awarding ITB No. FY27-ITB-001– Motor Oils, Lubricants, Antifreeze and Related Products – to multiple vendors.

Attachments:

1) Price Agreement – MOJO Auto Parts d/b/a/ Mighty Auto Parts #625
2) Price Agreement – Safety-Kleen Systems
3) Price Agreement – Senergy Petroleum
4) ITB No. FY27-ITB-001 – Motor Oils, Lubricants, Antifreeze and Related Products – Without Appendices

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ATTACHMENT 1

Price Agreement

MOJO Auto Parts d/b/a/ Mighty Auto Parts #625B

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT WITH
MOJO AUTO PARTS, LLC
(Motor Oils, Lubricants, Antifreeze and Related Products – 2026)

This PRICE AGREEMENT ("Agreement") is made and entered into this 24th day of September 2026 by and between the Santa Fe Solid Waste Management Agency ("Agency") and MOJO Auto Parts, LLC d/b/a Mighty Auto Parts ("Contractor") for an indefinite quantity of motor oils, lubricants, antifreeze and related products as described in ITB No. FY27-ITB-001 and below.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. FY27-ITB-001 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 must be new and of the 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 exclude 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. FY27-ITB-001.

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 a definite quantity of item(s) or services will 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. FY27-ITB-001, including any addenda. Purchase orders issued pursuant to this Agreement must identify the applicable Agreement items or services.

E. Delivery and Billing Instructions

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, purchase order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business 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 shall notify Contractor within five (5) business days if a deliverable is deemed 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 Tax: Applicable New Mexico gross receipts tax shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of gross receipts tax levied by the State of New Mexico on the sums payable under this Agreement.

7. <u>APPROPRIATIONS</u>

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 is not 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 determination of whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. <u>TERM AND EFFECTIVE DATE</u>

A. This Agreement shall be effective when signed by the Agency and terminate on September 24, 2027, 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 ten 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. <u>CANCELLATION</u>

A. The Agency reserves the right, without cost to the Agency, to cancel 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 under this Agreement.

C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises from causes beyond the control and without the fault or negligence, unless the Agency determines that the item to be furnished by a subcontractor 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 subcontractor defaults 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 are 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 at no 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 in this Article and are in addition to any other rights provided 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 disclosed by Contractor to any individual or organization 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 who has any such conflict of interest.

B. Contractor shall comply with all 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, in the Agency's opinion, are not adequately serving the Agency's needs.

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 that 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 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

Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance which shall be written on an occurrence basis with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01 with limits not less than $1,000,000 for each occurrence and $2,000,000 in general aggregate against claims for bodily injury and property damage liability, including products-completed operations and contractual liability coverage, in a form and with an insurance company acceptable to the Agency. The Agency, its directors, employees, and agents shall be named as an additional insured for all ongoing and completed operations. Such policy shall be primary with respect to all claims arising out of Contractor's performance under this Agreement and any insurance or self-insurance maintained by the Agency shall not be required to contribute with it. In the event of cancellation or non-renewal of the policy, the Agency shall be provided with no less than thirty (30) days prior written notice. Contractor shall furnish the Agency with a Certificate of Insurance evidencing Contractor's compliance with the provisions of this Section 18 as a condition of entering into this Agreement.

A. 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. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Agency, its directors, employees, and agents. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

B. Contractor shall carry and maintain automobile liability insurance covering all owned, non-owned, or hired automobiles used in the performance of this Agreement with limits not less than $3,000,000 combined single limit for each accident. The Automobile Liability policy shall include Pollution Liability coverage with coverage as broad as ISO for CA 99 48 or equivalent.

C. Contractor shall also carry and maintain throughout the term of this Agreement erroneous delivery liability or errors and omissions 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 gross negligence or willful misconduct.

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 detailed records throughout the term of this Agreement and for three years thereafter, indicating 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 billing both before and after payment. Payment under this Agreement shall not foreclose the Agency's right 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 the First Judicial District, State of New Mexico.

24. AMENDMENT

This Agreement may be amended only by mutual agreement of the Agency and Contractor upon written notice from either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed 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, whether 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:
Jason Coyle
General Manager
MOJO Auto Parts, LLC d/b/a Mighty Auto Parts
2832 Girard Blvd NE
Albuquerque, NM 87107

B. Such notices may be delivered by:

1) personal delivery;

2) certified U.S. mail, return 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 violations, and that 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:

__________________________ ____________________

Lisa Cacari Stone Date:
Chairperson, Joint Powers Board

CONTRACTOR:

__________________________ ____________________

Jason Coyle Date:
General Manager
MOJO Auto Parts d/b/a Mighty Auto Parts

APPROVED AS TO FORM:

__________________________ ____________________

Nancy R. Long Date:
Agency Attorney

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. FY27-ITB-001

1. GENERAL CONDITIONS

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

B. All products offered under this Agreement shall be approved for year-round use under all load conditions typical of normal fleet operations. All products shall be guaranteed not to adversely affect the original factory engine warranty when used as prescribed by the original engine manufacturer.

C. All deliveries must be within the Santa Fe area.

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

E. All delivered drums shall be in satisfactory condition, with minimal dents and free of rust. The Agency shall reject unsatisfactory drums upon delivery, and Contractor shall replace them within 24 hours at no charge to the Agency.

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

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

2. SAMPLES AND TESTING

A. Products provided under this Agreement shall be free from contamination.

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

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

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

3. ORDERS AND DELIVERY

A. When delivering in bulk, product quantity shall be measured in gross gallons.

B. An authorized Agency representative must be on site at the time of any delivery. Contractor must obtain the printed name and signature of the Agency representative receiving the delivery.

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

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

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

F. All prices shall be F.O.B. destination at the delivery location designated by the Agency. Contractor shall retain title and control of all goods until delivery is made and the contract coverage is completed. All risk of transportation and all related charges shall be the responsibility of the Contractor.

G. Contractor shall be responsible for all spillage that 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 spillage in accordance with US EPA and State of New Mexico regulations and guidelines. Contractor shall be responsible

for containment and cleanup costs for the immediate area and all affected areas, including, but not limited to, surface, subsurface, and water.

H. Contractor shall also be responsible for all cleanup required on all Agency's property, storage facilities, and equipment resulting from noncompliance with specifications. Furthermore, Contractor shall be fully responsible for any and all costs incurred by the Agency for any equipment damaged by a contaminated product(s) that Contractor has delivered.

4. BILLING LOCATION AND CONTACT

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

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: accountspayable@sfswma.org

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® XLC Antifreeze/Coolant (50/50)	55-Gallon Drum	$501.29	HDRed Ext Life Premix 55g

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	55-Gallon Drum	$893.36	Mag1 AW HYD ISO 46
RANDO HDZ (ISO 46)	55-Gallon Drum	$1,057.00	Hot Shot Secret

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron 1000 THF	5-Gallon Pail	$134.06	Engine Guard MV ATF
TranSynd (Allison Transmission)	5-Gallon Pail	$262.11	Kendall HD ATF
	55-Gallon Drum	$2,268.96	Kendall HD ATF

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 SDE SAE 15w40	55-Gallon Drum	$1,369.50	Engine Guard
Chevron DELO 400 LE 15w40	55-Gallon Drum	$1,369.50	Engine Guard

Gear/Drive Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5 (SAE 80w-90)	Case - Quarts	$8.17	Engine Guard
	55-Gallon Drum	$1,331.00	Engine Guard
DELO® Gear EP-5 (SAE 75w-140)	Case - Quarts	$14.42	Engine Guard
	5-Gallon Pail	$204.94	Engine Guard
Chevron DELO Gear Oil (SAE 80w90)	Case - Quarts	$8.17	Engine Guard
	55-Gallon Drum	$1,331.00	Engine Guard
DELO® TorqForce® (SAE 10w)	55-Gallon Drum	$918.50	Mag1
DELO® TorqForce® (SAE 30w)	55-Gallon Drum	$985.29	Mag1

Grease	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	Case - 14 oz tubes	$55.10	Engine Guard
	Drum	$701.72	Engine Guard

Miscellaneous Fluids	Unit	Unit Price	Specific Grade/Brand Offered
Diesel Exhaust Fluid (DEF)	2.5 Gallon Container	$14.00	Mighty Engine Guard
Howe's Diesel Conditioner and Anti-Gel	Case - Quarts	$24.17	Hot Shot Secret

Other	Discount
% Discount off other products NOT listed above from the current vendor's online catalog)	**20% off list**

ATTACHMENT 2

Price Agreement

Safety-Kleen Systems

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT WITH
SAFETY-KLEEN SYSTEMS, INC.
(Motor Oils, Lubricants, Antifreeze and Related Products – 2026)

This PRICE AGREEMENT ("Agreement") is made and entered into this 24th day of September 2026 by and between the Santa Fe Solid Waste Management Agency ("Agency") and Safety-Kleen Systems, Inc. ("Contractor") for an indefinite quantity of motor oils, lubricants, antifreeze and related products as described in ITB No. FY27-ITB-001 and below.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. FY27-ITB-001 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 must be new and of the 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 exclude 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. <u>ITEMS / SERVICES TO BE PROVIDED</u>

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. FY27-ITB-001.

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 a definite quantity of item(s) or services will 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. FY27-ITB-001, including any addenda. Purchase orders issued pursuant to this Agreement must identify the applicable Agreement items or services.

E. Delivery and Billing Instructions

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, purchase order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business 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 shall notify Contractor within five (5) business days if a deliverable is deemed 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 Tax: Applicable New Mexico gross receipts tax shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of gross receipts tax levied by the State of New Mexico on the sums payable under this Agreement.

7. <u>APPROPRIATIONS</u>

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 is not 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 determination of whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on September 24, 2027, 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 ten 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, without cost to the Agency, to cancel 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 under this Agreement.

C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises from causes beyond the control and without the fault or negligence, unless the Agency determines that the item to be furnished by a subcontractor 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 subcontractor defaults 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 are 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 at no 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 in this Article and are in addition to any other rights provided 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. <u>CONFIDENTIALITY</u>

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

13. <u>CONFLICT OF INTEREST</u>

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 who has any such conflict of interest.

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

14. <u>APPROVAL OF CONTRACTOR'S REPRESENTATIVES</u>

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

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 that 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 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

Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance which shall be written on an occurrence basis with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01 with limits not less than $1,000,000 for each occurrence and $2,000,000 in general aggregate against claims for bodily injury and property damage liability, including products-completed operations and contractual liability coverage, in a form and with an insurance company acceptable to the Agency. The Agency, its directors, employees, and agents shall be named as an additional insured for all ongoing and completed operations. Such policy shall be primary with respect to all claims arising out of Contractor's performance under this Agreement and any insurance or self-insurance maintained by the Agency shall not be required to contribute with it. In the event of cancellation or non-renewal of the policy, the Agency shall be provided with no less than thirty (30) days prior written notice. Contractor shall furnish the Agency with a Certificate of Insurance evidencing Contractor's compliance with the provisions of this Section 18 as a condition of entering into this Agreement.

A. 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. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Agency, its directors, employees, and agents. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

B. Contractor shall carry and maintain automobile liability insurance covering all owned, non-owned, or hired automobiles used in the performance of this Agreement with limits not less than $3,000,000 combined single limit for each accident. The Automobile Liability policy shall include Pollution Liability coverage with coverage as broad as ISO for CA 99 48 or equivalent.

C. Contractor shall also carry and maintain throughout the term of this Agreement erroneous delivery liability or errors and omissions 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 gross negligence or willful misconduct.

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 detailed records throughout the term of this Agreement and for three years thereafter, indicating 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 billing both before and after payment. Payment under this Agreement shall not foreclose the Agency's right 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 the First Judicial District, State of New Mexico.

24. AMENDMENT

This Agreement may be amended only by mutual agreement of the Agency and Contractor upon written notice from either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed 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, whether 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: Shaynn Mahan
Senior Vice President of Sales
Safety-Kleen Systems, Inc.
42 Longwater Drive
Norwell, MA 02061

B. Such notices may be delivered by:

1) personal delivery;
2) certified U.S. mail, return 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. <u>COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS</u>

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 violations, and that 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:

_________________________ __________________

Lisa Cacari Stone Date:
Chairperson, Joint Powers Board

CONTRACTOR:

_________________________ __________________

Shaynn Mahan Date:
Senior Vice President of Sales
Safety-Kleen Systems, Inc.

APPROVED AS TO FORM:

_________________________ __________________

Nancy R. Long Date:
Agency Attorney

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. FY27-ITB-001

1. GENERAL CONDITIONS

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

B. All products offered under this Agreement shall be approved for year-round use under all load conditions typical of normal fleet operations. All products shall be guaranteed not to adversely affect the original factory engine warranty when used as prescribed by the original engine manufacturer.

C. All deliveries must be within the Santa Fe area.

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

E. All delivered drums shall be in satisfactory condition, with minimal dents and free of rust. The Agency shall reject unsatisfactory drums upon delivery, and Contractor shall replace them within 24 hours at no charge to the Agency.

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

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

2. SAMPLES AND TESTING

A. Products provided under this Agreement shall be free from contamination.

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

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

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

3. ORDERS AND DELIVERY

A. When delivering in bulk, product quantity shall be measured in gross gallons.

B. An authorized Agency representative must be on site at the time of any delivery. Contractor must obtain the printed name and signature of the Agency representative receiving the delivery.

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

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

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

F. All prices shall be F.O.B. destination at the delivery location designated by the Agency. Contractor shall retain title and control of all goods until delivery is made and the contract coverage is completed. All risk of transportation and all related charges shall be the responsibility of the Contractor.

G. Contractor shall be responsible for all spillage that 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 spillage in accordance with US EPA and State of New Mexico regulations and guidelines. Contractor shall be responsible

for containment and cleanup costs for the immediate area and all affected areas, including, but not limited to, surface, subsurface, and water.

H. Contractor shall also be responsible for all cleanup required on all Agency's property, storage facilities, and equipment resulting from noncompliance with specifications. Furthermore, Contractor shall be fully responsible for any and all costs incurred by the Agency for any equipment damaged by a contaminated product(s) that Contractor has delivered.

4. BILLING LOCATION AND CONTACT

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

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: accountspayable@sfswma.org

5. CONTRACTOR'S UNIT PRICING

Antifreeze	**Unit**	**Unit Price**	**Specific Grade/Brand Offered**
DELO® ELC Antifreeze/Coolant	55-Gallon Drum	$359.76	Performance Plus
(50/50)	Bulk – per Gallon up to 275 Gallons	$5	Performance Plus
DELO® XLC Antifreeze/Coolant	55-Gallon Drum	$382.20	Performance Plus
(50/50)	Bulk – per Gallon up to 275 Gallons	$5.96	Performance Plus

Automatic Transmission Fluid	**Unit**	**Unit Price**	**Specific Grade/Brand Offered**
Chevron 1000 THF	5-Gallon Pail	$66.41	Performance Plus
TranSynd	5-Gallon Pail	$252.47	Performance Plus
(Allison Transmission)	55-Gallon Drum	$2,399.22	Performance Plus
	Bulk – per Gallon up to 275 Gallons	$43.62	Performance Plus

Motor Oils	**Unit**	**Unit Price**	**Specific Grade/Brand Offered**
DELO® 400 SDE	55-Gallon Drum	$804.89	Performance Plus
SAE 15w40	Bulk – per Gallon up to 275 Gallons	$14.62	Performance Plus
Chevron DELO 400 LE 15w40	55-Gallon Drum	$804.89	Performance Plus
	Bulk – per Gallon up to 275 Gallons	$14.62	Performance Plus

Gear/Drive Oils	**Unit**	**Unit Price**	**Specific Grade/Brand Offered**
DELO® Gear EP-5 (SAE 80w-90)	55-Gallon Drum	$1,085.41	Performance Plus
DELO® Gear EP-5 (SAE 85w-140)	5-Gallon Pail	$109.21	Performance Plus
Chevron DELO Gear Oil (SAE 80w90)	55-Gallon Drum	$1,085.41	Performance Plus
DELO® TorqForce® (SAE 10w)	55-Gallon Drum	$985.15	Performance Plus
DELO® TorqForce® (SAE 30w)	55-Gallon Drum	$985.15	Performance Plus

Grease	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP (#2)	Case - 14 oz tubes	$60.08	Performance Plus
	Drum	$2,120.21	Performance Plus

Miscellaneous Fluids	Unit	Unit Price	Specific Grade/Brand Offered
Diesel Exhaust Fluid (DEF)	2.5 Gallon Container	$ 14.00	Performance Plus
	Bulk – per Gallon up to 300 Gallons	$ 2.90	Performance Plus

Other	Discount
% Discount off other products NOT listed above from the current vendor's online catalog)	7

ATTACHMENT 3

Price Agreement

Senergy Petroleum

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT WITH
SENERGY PETROLEUM, LLC
(Motor Oils, Lubricants, Antifreeze and Related Products – 2026)

This PRICE AGREEMENT ("Agreement") is made and entered into this 24th day of September 2026 by and between the Santa Fe Solid Waste Management Agency ("Agency") and Senergy Petroleum, LLC ("Contractor") for an indefinite quantity of motor oils, lubricants, antifreeze and related products as described in ITB No. FY27-ITB-001 and below.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. FY27-ITB-001 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 must be new and of the 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 exclude 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. <u>ITEMS / SERVICES TO BE PROVIDED</u>

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. FY27-ITB-001.

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 a definite quantity of item(s) or services will 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. FY27-ITB-001, including any addenda. Purchase orders issued pursuant to this Agreement must identify the applicable Agreement items or services.

E. Delivery and Billing Instructions

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, purchase order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business 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 shall notify Contractor within five (5) business days if a deliverable is deemed 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 Tax: Applicable New Mexico gross receipts tax shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of gross receipts tax levied by the State of New Mexico on the sums payable under this Agreement.

7. <u>APPROPRIATIONS</u>

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 is not 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 determination of whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on September 24, 2027, 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 ten 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, without cost to the Agency, to cancel 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 under this Agreement.

C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises from causes beyond the control and without the fault or negligence, unless the Agency determines that the item to be furnished by a subcontractor 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 subcontractor defaults 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 are associated with such default.

10. <u>TERMINATION</u>

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 at no 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 in this Article and are in addition to any other rights provided by law.

11. <u>STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS</u>

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 disclosed by Contractor to any individual or organization 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 who has any such conflict of interest.

B. Contractor shall comply with all 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, in the Agency's opinion, are not adequately serving the Agency's needs.

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 that 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 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

Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance which shall be written on an occurrence basis with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01 with limits not less than $1,000,000 for each occurrence and $2,000,000 in general aggregate against claims for bodily injury and property damage liability, including products-completed operations and contractual liability coverage, in a form and with an insurance company acceptable to the Agency. The Agency, its directors, employees, and agents shall be named as an additional insured for all ongoing and completed operations. Such policy shall be primary with respect to all claims arising out of Contractor's performance under this Agreement and any insurance or self-insurance maintained by the Agency shall not be required to contribute with it. In the event of cancellation or non-renewal of the policy, the Agency shall be provided with no less than thirty (30) days prior written notice. Contractor shall furnish the Agency with a Certificate of Insurance evidencing Contractor's compliance with the provisions of this Section 18 as a condition of entering into this Agreement.

A. 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. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Agency, its directors, employees, and agents. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

B. Contractor shall carry and maintain automobile liability insurance covering all owned, non-owned, or hired automobiles used in the performance of this Agreement with limits not less than $3,000,000 combined single limit for each accident. The Automobile Liability policy shall include Pollution Liability coverage with coverage as broad as ISO for CA 99 48 or equivalent.

C. Contractor shall also carry and maintain throughout the term of this Agreement erroneous delivery liability or errors and omissions 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 gross negligence or willful misconduct.

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 detailed records throughout the term of this Agreement and for three years thereafter, indicating 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 billing both before and after payment. Payment under this Agreement shall not foreclose the Agency's right to recover excessive or illegal payments.

23. <u>APPLICABLE LAW; CHOICE OF LAW; VENUE</u>

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 the First Judicial District, State of New Mexico.

24. <u>AMENDMENT</u>

This Agreement may be amended only by mutual agreement of the Agency and Contractor upon written notice from either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed 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. <u>SCOPE OF AGREEMENT</u>

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, whether verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

26. <u>NON-DISCRIMINATION</u>

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: Katie Atencio
Contract Specialist
Senergy Petroleum, LLC
1470 N. Horne Street
Gilbert, AZ 85233

B. Such notices may be delivered by:

1) personal delivery;

2) certified U.S. mail, return 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 violations, and that 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:

________________________	__________________
Lisa Cacari Stone Chairperson, Joint Powers Board	Date:

CONTRACTOR:

________________________	__________________
Katie Atencio Contract Specialist Senergy Petroleum, LLC	Date:

APPROVED AS TO FORM:

________________________	__________________
Nancy R. Long Agency Attorney	Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. FY27-ITB-001

1. GENERAL CONDITIONS

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

B. All products offered under this Agreement shall be approved for year-round use under all load conditions typical of normal fleet operations. All products shall be guaranteed not to adversely affect the original factory engine warranty when used as prescribed by the original engine manufacturer.

C. All deliveries must be within the Santa Fe area.

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

E. All delivered drums shall be in satisfactory condition, with minimal dents and free of rust. The Agency shall reject unsatisfactory drums upon delivery, and Contractor shall replace them within 24 hours at no charge to the Agency.

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

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

2. SAMPLES AND TESTING

A. Products provided under this Agreement shall be free from contamination.

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

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

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

3. ORDERS AND DELIVERY

A. When delivering in bulk, product quantity shall be measured in gross gallons.

B. An authorized Agency representative must be on site at the time of any delivery. Contractor must obtain the printed name and signature of the Agency representative receiving the delivery.

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

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

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

F. All prices shall be F.O.B. destination at the delivery location designated by the Agency. Contractor shall retain title and control of all goods until delivery is made and the contract coverage is completed. All risk of transportation and all related charges shall be the responsibility of the Contractor.

G. Contractor shall be responsible for all spillage that 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 spillage in accordance with US EPA and State of New Mexico regulations and guidelines. Contractor shall be responsible

for containment and cleanup costs for the immediate area and all affected areas, including, but not limited to, surface, subsurface, and water.

H. Contractor shall also be responsible for all cleanup required on all Agency's property, storage facilities, and equipment resulting from noncompliance with specifications. Furthermore, Contractor shall be fully responsible for any and all costs incurred by the Agency for any equipment damaged by a contaminated product(s) that Contractor has delivered.

4. BILLING LOCATION AND CONTACT

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

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: accountspayable@sfswma.org

5. CONTRACTOR'S UNIT PRICING

Antifreeze	Unit	Unit Price	Specific Grade/Brand Offered
DELO® ELC Antifreeze/Coolant	55-Gallon Drum	$618.75	CHEV DELO ELC PRMX 50/50
(50/50)	Bulk – per Gallon up to 275 Gallons	$10.25	CHEV DELO ELC PRMX 50/50
DELO® XLC Antifreeze/Coolant	55-Gallon Drum	$646.25	CHEV DELO XLC AFC PRMX 50/50 NF
(50/50)	Bulk – per Gallon up to 275 Gallons	$11.50	CHEV DELO XLC AFC PRMX 50/50 NF

Industrial Oils	Unit	Unit Price	Specific Grade/Brand Offered
Chevron Hydraulic Oil AW (ISO 46)	55-Gallon Drum	$756.80	CHEV HYD OIL AW 46
RANDO HDZ	55-Gallon Drum	$1,227.05	CHEV RANDO HDZ 46
(ISO 46)	Bulk – per Gallon up to 275 Gallons	$22.06	CHEV RANDO HDZ 46

Automatic Transmission Fluid	Unit	Unit Price	Specific Grade/Brand Offered
Chevron 1000 THF	5-Gallon Pail	$101.35	CHEV 1000 THF
TranSynd	Case - Gallons	$119.34	CHEV DELO SYN ATF 668
(Allison Transmission)	5-Gallon Pail	$176.50	P66 TRITON 668 ATF
	55-Gallon Drum	$1,893.65	P66 TRITON 668 ATF
	Bulk – per Gallon up to 275 Gallons	$34.18	P66 TRITON 668 ATF

Motor Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® 400 SDE	55-Gallon Drum	$1,102.75	CHEV DELO 400 XLE SB 15W40 CK4
SAE 15w40	Bulk – per Gallon up to 275 Gallons	$19.05	CHEV DELO 400 XLE SB 15W40 CK4
Chevron DELO 400 LE 15w40	55-Gallon Drum	$900.35	P66 GUARDOL FLEET (SUPREME) EC CK-4 15W40
	Bulk – per Gallon up to 275 Gallons	$15.37	P66 GUARDOL FLEET (SUPREME) EC CK-4 15W40
Mobil Synthetic (80w90)	Per Gallon	$23.28	P66 MP GEAR LUBE 80W90
	55-Gallon Drum	$1,296.00	P66 MP GEAR LUBE 80W90

Gear/Drive Oils	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Gear EP-5	Case - Quarts	$84.24	CHEV DELO GEAR EP5 80W90
(SAE 80w-90)	55-Gallon Drum	$1,436.0 0	CHEV DELO GEAR EP5 80W90
DELO® Gear EP-5	Case - Quarts	$101.95	CHEV DELO GEAR ESI 85W140
(SAE 85w-140)	5-Gallon Pail	$114.45	CHEV DELO GEAR EP5 85W140
Chevron DELO Gear Oil (SAE 80w90)	Case - Quarts	$84.24	CHEV DELO GEAR EP5 80W90
	55-Gallon Drum	$1,436.0 0	CHEV DELO GEAR EP5 80W90
DELO® TorqForce®	55-Gallon Drum	$913.00	CHEV DELO TORQFORCE 10W
(SAE 10w)	Bulk – per Gallon up to 275 Gallons	$15.60	CHEV DELO TORQFORCE 10W
DELO® TorqForce®	55-Gallon Drum	$913.00	CHEV DELO TORQFORCE 30W
(SAE 30w)	Bulk – per Gallon up to 275 Gallons	$15.60	CHEV DELO TORQFORCE 30W

Grease	Unit	Unit Price	Specific Grade/Brand Offered
DELO® Grease EP	Case - 14 oz tubes	$155.05	CHEV STARPLEX EP 2
(#2)	Drum	$1,672.0 0	CHEV STARPLEX EP 2

Miscellaneous Fluids	Unit	Unit Price	Specific Grade/Brand Offered
Diesel Exhaust Fluid (DEF)	2.5 Gallon Container	$13.23	PRO X PURE DEF
	Bulk – per Gallon up to 300 Gallons	$3.28	PRO X PURE DEF
Howe's Diesel Conditioner and Anti-Gel	Case - Quarts	$140.00	POWER SERVICE DIESEL SUPPLEMENT

Other	Discount
% Discount off other products NOT listed above from the current vendor's online catalog)	0%

ATTACHMENT 4

ITB No. FY27-ITB-001

Motor Oils, Lubricants, Antifreeze and Related Products

(Without Appendices)

The City of Santa Fe
on behalf of the
Santa Fe Solid Waste Management Agency

<u>INVITATION TO BID (ITB)</u>

Motor Oils, Lubricants, Antifreeze and Related Products

ITB#: FY27-ITB-001

Bid Due Date and Time: Friday, July 31, 2026 by 2:00 pm

Table Of Contents

I. TERMS AND CONDITIONS

Terms and Conditions

A. **General:** When the Agency and the City of Santa Fe's Chief Procurement Officer (CPO) or designee approves a purchase document in response to the ITB, a binding contract is created.

B. **Assignment:** Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the Agency and/or Central Purchasing Division (CPD). Under this order, no such consent shall relieve the Contractor's obligations and liabilities.

C. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in the manufacturing process and then only to the extent, if any, specified in this order.

D. **Cancellation/Default:** The Agency reserves the right to cancel all or any part of this order without cost to the Agency, if the Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Agency due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, such causes include but are not restricted to, acts of God or the public enemy, acts of the City, State, or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Agency shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights of the Agency provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

E. **Items/Parts:** All bid items/parts are to be NEW and of the most current production unless otherwise specified.

F. **Discounts:** Prompt payment discounts are welcome; however, they will not be considered in computing the low bid.

G. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

H. **Packing, Shipping, and Invoicing:** The Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Agency may place with the Contractor during the term. Delivery shall be made as indicated by the Agency. If contractor is unable to meet stated delivery the Agency must be notified. Freight/shipping costs shall be prepaid by the vendor, added at time of invoicing, and shown as a separate line item to be paid by user. Using agency shall only pay exact courier costs, without a markup.

1. The Purchase Order/Contract reference and the Contractor's name, Agency's name and location shall be shown on each packing and delivery ticket, package, bill of lading, and other correspondence in connection with the shipments. The Agency's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by packing tickets.

2. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each complete shipment.

3. Invoices must be submitted to the Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506 and NOT the City of Santa Fe.

I. **Payment Provisions: All payments under this Contract/Agreement are subject to the following provisions.**

1. **Acceptance -** In accordance with Section NMSA 1978, Section 13-1-158, the Agency shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by

the Agency, the Agency shall not pay for any products or services. Unless otherwise agreed upon between the Agency and the Contractor, within thirty (30) days from the date the Agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the Agency shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the Agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

2. **Payment of Invoice -** Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract/agreement to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The Agency agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

J. **Taxes:** The Agency is tax exempt for New Mexico State Business Tax Identification Number (NMBTIN) (formerly known as gross receipts tax) for the procurement of tangible personal property, but not for services. A tax-exempt certificate will be issued upon written request to the Agency. Such tax or taxes shall be added at the time of invoicing at the current rate and shown as a separate item to be paid by the Agency.

K. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties offered by the Contractor. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded to the Agency by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

L. **Price Adjustments:** Unit prices for services and items quoted by the Contractor are to be firm for the term of the contract/agreement. A request for a price adjustment due to an increase or decrease in cost of living, fuel or product manufacturer/supplier is subject to approval by the Agency. The Contractor shall submit to the Agency sufficient justification to support the request.

M. **Late Delivery:** It is expressly understood and agreed that, as a result of the public interest and because of the monetary losses that the Agency may incur as a result of failure to deliver the items and services described in the Contract/Agreement on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated nor calculated. At the option of the CPO, the Agency may invoke the cancellation/default provisions of the Contract/Agreement contained herein.

N. **Agency Furnished Property:** Agency furnished property shall be returned to the Agency upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

O. **Workers' Compensation:** The Contractor agrees to comply with State laws and rules pertaining to Workers' Compensation benefits for their employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Contract/Agreement may be terminated by the Agency.

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

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

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

S. **Non-Collusion:** In signing this ITB and/or submitting electronically, the Contractor certifies they have not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with the bid submitted to CPD.

T. **Nondiscrimination:** Contractor doing business with the Agency must follow the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

V. **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.

W. **No Additional Terms and/or Conditions will be Accepted.**

II. INFORMATION TO BIDDERS

Schedule of Events

Issue ITB:	July 13, 2026
Deadline for Written Questions:	July 24, 2026, 5:00pm
Response to Written Questions:	July 28, 2026, 5:00pm
Bid Due Date:	July 31, 2026, 2:00pm
Bid Opening (Non-Mandatory):	July 31, 2026, 2:00pm https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWFjZmRiZDYtYzlkOC00ZDA4LWJkMzMtY2Y5MmFlNWY5ZGIw%40thread.v
Recommendation of Award to Joint Powers Board:	August 20, 2026

ITB Access and Bid Submission

Solicitation packets are available in the OpenGov Procurement Portal at

https://procurement.opengov.com/portal/santafenm.

(On the Project page, use the "Search" bar to find the ITB. Anyone may view the ITB without logging in, however, you must be a registered vendor and logged in, to "Create Bid.")

It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via the **OpenGov Procurement Portal** by the Bid due date and time. Such submissions will be considered sealed. Bidders must ensure their bids are correct, accurate, and correspond with any amendments (addenda) before submission. Complete and submit all required documents, including specifications, supporting materials, certificates, pricing, etc., through OpenGov as per instructions to form a complete, responsive bid (NMSA 1978, Sections 13-1-82 through 13-1-84 and 13-1-133).

Email: procurement-support@opengov.com if you're having difficulty on the website.

- Procurement amendments are processed through OpenGov. If amendments (addenda) are processed,
  - before bids are submitted, ensure bids reflect the amendments;
  - after bids are submitted, bidders must update the bid by clicking "modify" and updating the associated area(s)* to ensure bid reflects the amendment.
    - *Bidders must replace the previously submitted documents if the amendment affects uploaded documents.
- Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

LATE BIDS WILL NOT BE ACCEPTED. OpenGov will not allow late submissions. The OpenGov system will be the official time for responses to be submitted.

If you are working on your submission close to the deadline and the clock strikes **2:00 pm,** the system **will not** accept your submission and may even log you out. This is **not** a system error—it is the result of **waiting too long** to submit. **Bidders are responsible** for planning accordingly and ensuring timely submission.

⚠ **REMEMBER TO CLICK THE SUBMIT BUTTON!** ⚠

⚠ ***LATE BIDS WILL NOT BE ACCEPTED*** ⚠

Procurement amendments (addenda) are processed through OpenGov. If amendments (addenda) are processed,

- before bids are submitted, ensure bids reflect the amendments (addenda);
- after bids are submitted, bidders must update the bid by clicking "modify" and updating the associated area(s)* to ensure bid reflects the amendment (addendum).
  - *Bidders must replace the previously submitted documents if the amendment (addendum) affects uploaded documents.

Individuals that require accommodation may contact the CPO or designee at least five (5) working days prior to the scheduled Bid Opening.

Travis Dutton-Leyda, CPO

Chief Procurement Officer

City of Santa Fe

tkduttonleyda@santafenm.gov

Any inquiries or requests regarding this procurement should be submitted, in writing, to the OpenGov Procurement Portal: https://procurement.opengov.com/portal/santafenm/projects/281395

Bidders may contact **ONLY** the Project Contact and the CPD regarding this procurement and its terminology via the **OpenGov Procurement Portal**. Answers and information provided by any other employees shall not be considered official.

Protests must be submitted in writing to the City of Santa Fe's CPO, who is the sole authority for protest review and determination per NMSA 1978, Section 13-1-172 and the Procurement Manual Section Y. Only timely, written protests delivered directly to the CPO will be considered properly submitted.

Bidders shall promptly notify CPD – purchasing_ITB@santafenm.gov of any ambiguity, inconsistency, or error which they may discover upon examination of this ITB. Any response made by the Agency will be provided in writing to all potential bidders by way of amendments (addenda) or Questions and Answers, verbal responses shall not be considered official.

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.

Bid Opening

Bid opening will be conducted via Microsoft Teams as follows:

Date: Friday, July 31, 2026

Time: 2:00 pm Mountain S/D Time (US and Canada)

Web Address: Link to Microsoft Teams Bid Opening

Disclosure of Bid Contents

All bids will be kept confidential until a Contract/Agreement 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 propri-etary or confidential.

Proprietary or confidential material shall be readily separable from the bid in order to facilitate eventual public inspec-tion of the non-confi-dential 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 designat-ed as proprietary or confidential information.

If a request is received for disclosure of material for which a Bidder has made a written request for confidentiali-ty, 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 dis-closed. The bid shall be open to public inspec-tion subject to any continuing prohibition on disclosing confidential data.

Brand Name Specifications, NMSA 1978, Section 13-1-33

May be authorized ONLY if required to match existing equipment and is determined by the CPO, to be in the best interest of the Agency.

Brand Name or Equal, NMSA 1978, Section 13-1-34

Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition.

Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the Bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.

The Agency reserves the right to evaluate "or equal" or any line of the SOW that does not exactly meet the requirements. The Agency also reserves the right to evaluate based on the make and model submitted by the bidder and review all specifications to ensure that make and model meets or exceeds the specifications listed in the SOW and deny the bid with justification if the minimum requirements are not met. If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with the bid, to avoid delay in award.

Method of Award

The Agency also reserves the right to award to multiple Bidders to meet the needs of the Agency in accordance with NMSA 1978, Section 13-1-153.

Awards will be made to the lowest responsive and responsible bidder as determined by an evaluation of pricing in accordance with the specifications, terms, and conditions of this solicitation. Pricing may be evaluated in a manner that best reflects industry standards and the operational needs of the Agency, including but not limited to unit pricing, extended pricing, estimated usage, historical usage, anticipated demand, total cost of ownership, and lifecycle costs.

The Agency may evaluate items individually or in the aggregate and may consider extended quantities over the anticipated Contract/Agreement term where usage varies by item. Certain items may be required in high volumes while others may be needed in limited quantities, and evaluation may reflect these differences to determine the overall best value to the Agency.

The Agency reserves the right to award the entire bid, by groups, by individual items, or by any combination thereof, as determined to be in the best interest of the Agency.

CPO may waive irregularities and recommend an award serving the Agency's best interest.

F.O.B. Destination requires delivery to the department location before ownership transfers. Any exception may deem the bid non-responsive.

Visit the linked website for instructions (search vendor guides):
https://opengov.my.site.com/support/s/procurement

Identical Bids

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

Recommendation of Award

The Agency anticipates awarding the Contract(s)/Agreement(s) during the regular scheduled Joint Powers Board meeting on August 20, 2026; however, the meeting's date is tentative and subject to change without notice.

Rejection or Cancellation of Bids

The CPO or designee shall have the right to reject or cancel any or all bids, and to reject a bid not accompanied by the data required by this ITB, or a bid which is in any way incomplete or irregular.

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. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the Agency. A determination containing the reasons shall be made part of the project file (NMSA 1978, Section 13-1-131).

Prohibitive Bidding

If any Bidder is of the opinion that the specifications as written preclude them from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or designee, in writing, at least seven (7) days prior to the bid opening date.

Protest Deadline

Any protest by a Bidder must be timely submitted and conform to NMSA 1978, Section 13-1-172 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the Contract/Agreement award and will end by the close of business fifteen (15) calendar days after the Contract/Agreement 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 specify the ruling requested. Protests must be addressed and delivered to:

Travis Dutton-Leyda

Chief Procurement Officer

City of Santa Fe

tkduttonleyda@santafenm.gov

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

Agency Rights

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

Right to Publish

Throughout this procurement process and Contract/Agreement term, potential Bidders and contractors must secure from the Agency written approval before releasing any information that pertains to the potential work or activities covered by this procurement or the subsequent Contract/Agreement. Failure to adhere to this requirement may result in disqualifi-cation of the Bidder's bid or termination of the Contract/Agreement.

Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances)

Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances). The vendor must comply with the current living wage rate and requirements posted on this page:

City of Santa Fe: https://santafenm.gov/economic-development/business-resources/living-wage-information

Santa Fe County: https://www.santafecountynm.gov/livingwage

Preferences

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

When a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a:

(1) New Mexico resident business or Native American resident business to be eight percent lower than the bid actually submitted; or

(2) resident veteran business or Native American resident veteran business with annual gross revenues of up to six million dollars ($6,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.

The New Mexico Resident Business or Native American Resident Business Preference is not cumulative with the New Mexico Resident Veteran Business or Native American Resident Veteran Business Preference.

Local Preference: Local preference is not applicable pursuant to the County's 2013 Purchasing Procedures and Finance Policy.

Bid Security

None required.

Preparation of Bid

To avoid errors and misunderstandings, attached bids must have all blank spaces and prices filled in accurately. In the event there is a zero discount/price, indicate as such by entering a '0'. Failure to do so may result in rejection of the bid.

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.

Bid Tabulations

If applicable, bid tabs will be created by and available on the OpenGov Procurement Portal after the Bid Opening Date.

To avoid errors or misunderstandings, bids must be accurately typed in the OpenGov (PRICE SCHEDULE). Any corrections or changes must be made in OpenGov before the scheduled Bid Opening date and time. Failure to do so may result in rejection of the bid. Modifications must occur before the scheduled bid opening for consideration; no bid modifications allowed post-opening. Bidders reporting mistakes may withdraw bids prior to the submission due date.

Interpretations and Amendments (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 amendment (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 as a question through **OpenGov Procurement Portal** to be given consideration and must be received at least five (5) days prior to the date set for receipt of bids. Other Agency employees do not have the authority to respond on behalf of the Agency.

Any and all such interpretations and any supplemental instruction will be in written amendments (addenda) to the ITB, which, if issued, will be sent to all prospective Bidders through the **OpenGov Procurement Portal** not later than three (3) days prior to the date set for receipt of bids. Failure of any Bidder to receive any such amendments (addenda) or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All amendments (addenda) so issued shall become part of the Contract/Agreement documents.

Amendments (addenda) will be distributed through the **OpenGov Procurement Portal**.

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

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 Price Agreement number. 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 Price 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.

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/Agreements to multiple bidders under the indefinite quantity agreement or “on-call” procurement process.

III. DEFINITIONS AND TERMS

Definitions and Terms

A. **Addendum or Amendment**: a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Invitation to Bid.

B. **Agency**: means the Santa Fe Solid Waste Management Agency.

C. **Bidder**: means the companies or firms submitting a bid in response to this Invitation to Bid.

D. **BuRRT**: means the Buckman Road Recycling and Transfer Station.

E. **Central Purchasing Division (CPD)**: means the office responsible for the control of procurement of items of tangible personal property, services or construction.

F. **Chief Procurement Officer (CPO)**: 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.

G. **City**: means the City of Santa Fe.

H. **Close of Business**: means 5:00 p.m. Mountain Time.

I. **Contractor**: means the successful Bidder who enters into a binding Contract/Agreement.

J. **Contract/Agreement:** means the Agency's 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. Contract/Agreement can mean a Professional Services Agreement, Services Agreement, Construction Agreement or Price Agreement.

K. **Desirable**: means the terms "can," "may," and "should" indicate a discretionary item or factor.

L. **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 (NMSA 1978, Section 13-1-52).

M. **Invitation to Bid**: or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (NMSA 1978, Section 13-1-102).

N. **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.

O. **Landfill**: means the Caja del Rio Landfill.

P. **Mandatory**: means the terms "must," "shall," "will," "is required," and "are required" indicate a mandatory item or factor that will result in the rejection of the Bidder's bid.

Q. **Multi-Term Contract**: means a Contract/Agreement having a term longer than one year (NMSA 1978, Section 13-1-68).

R. **Purchase Order:** means a fully executed purchase document issued by the City that specifies the items and services to be provided by the Contractor.

S. **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 (NMSA 1978, Section 13-1-82).

T. **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 (NMSA 1978, Section 13-1-84).

U. **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 do not include construction or the services of employees of the Agency (NMSA 1978, Section 13-1-87).

V. **Staff**: means any individual who is a full-time, part-time, or independently contracted employee with the Bidders' company.

IV. STATEMENT OF WORK

Purpose and Objectives

To establish a price agreement(s) for the purchase and delivery of motor oils, lubricants, antifreeze and related products for a variety of vehicles, heavy and industrial equipment in support of its operations which require manufacturer-approved fluids.

Purchase Orders

Under the terms and conditions of this Invitation to Bid (ITB) and any resulting Contract/Agreement, the City on behalf of the Agency, may issue Purchase Orders (POs) for the items and/or services described herein. All terms, conditions, specifications, and pricing set forth in the ITB and resulting Contract/Agreement are incorporated by reference and shall govern each order issued.

Items and/or services shall be ordered in accordance with the Price Schedule. Each order issued under this Contract/Agreement shall reference both an order number and an authorized PO number.

Only written POs issued and signed are valid and binding. Vendors shall not provide goods or perform services without a valid, authorized PO. Vendors are responsible for ensuring that the PO expiration date, when applicable, remains current and in effect for the duration of any services and/or delivery of goods. POs generally expire on June 30 of each fiscal year; vendors must obtain a new, valid PO prior to continuing work beyond the expiration date.

Items and/or services furnished under this Contract/Agreement shall conform to all applicable specifications, requirements, and drawings associated with the Price Schedule. Orders may identify items by reference to item numbers, descriptions, and pricing and may not fully restate all specifications; however, all applicable requirements of the ITB and resulting Contract/Agreement remain in effect.

Term and Effective Date

The term of the subsequent Contract/Agreement shall be awarded for one (1) year from the date of signed Agency approval, and can be extended and renewed annually for up to ten (10).

Insurance Requirements

The Awarded Contractor shall procure and maintain at the Awarded Contractor's own expense, insurance of the kinds and in amounts herein required. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Contract/Agreement, whether performed by the Awarded Contractor, the Awarded Contractor's agents, or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents, and subcontractors therefrom.

The awarded contractor shall procure and maintain, at the contractor's sole expense, all insurance required by this solicitation and Contract/Agreement, **as well as any additional types of insurance that are customary, standard, or reasonably required within the contractor's industry** for the performance of the services or delivery of goods under this Contract/Agreement. The contractor represents and warrants that it is knowledgeable of and complies with all insurance requirements applicable to its industry and scope of work. The Agency's failure to specify a particular type of insurance shall not relieve the contractor of responsibility for maintaining appropriate industry-standard coverage.

All insurance shall be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all operations performed under the Contract/Agreement, whether conducted by the contractor, its officers, agents, employees, or subcontractors. The contractor shall require all subcontractors to maintain insurance consistent with these requirements and is responsible for verifying compliance.

All required insurance shall remain in full force and effect for the entire term of the Contract/Agreement, including any extensions, and through final acceptance of the work, as well as the removal of all equipment, personnel, agents, and subcontractors from Agency premises.

The awarded contractor shall name the Agency, its officers, officials, employees, and volunteers as **Additional Insureds** on all required liability insurance policies, except where prohibited by law. Coverage afforded to the Agency shall be primary and non-contributory with respect to any insurance carried by the Agency.

Within a reasonable time after notification of tentative award, and prior to Contract/Agreement execution or commencement of any work, the contractor shall provide the Agency with certificates of insurance and required endorsements evidencing compliance with all insurance requirements of this solicitation and Contract/Agreement. Such documentation shall be provided promptly upon request and shall be subject to review and approval by the Agency. Failure to provide acceptable proof of insurance in a timely manner may result in withdrawal of the tentative award or delay in Contract/Agreement execution, at the Agency's sole discretion.

The Agency reserves the right, at any time during the term of the Contract/Agreement, to require the contractor to provide evidence of additional insurance coverage determined by the Agency to be reasonably necessary based on the nature of the work, changes in scope, or identified risk exposures. The Agency may independently verify compliance, including conducting research or benchmarking against industry standards.

All insurance policies shall provide that coverage shall not be canceled, materially reduced, or allowed to expire without at least thirty (30) days' prior written notice to the Agency.

The procurement and maintenance of insurance by the contractor shall not be construed as limiting the contractor's liability or obligations under the Contract/Agreement.

Conditions

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

Compensation

The prices quoted herein represent the basis of compensation to be paid by the Agency for goods and/or services provided. It is understood that the Awarded Contractor providing said goods and/or services to the Agency is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, travel/lodging and any other items necessary to complete the work provided. The prices quoted in this Contract/Agreement include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of four (4) decimal places.

The Awarded Contractor shall be considered an independent entity and not an employee of either the City of Santa Fe or the Agency. The Agency shall provide directions regarding the time and place of performance and compliance with rules and regulations required by this Contract/Agreement.

All interested Bidders and Awarded Contractor, at a minimum, must be able to provide the products and/or services identified within the scope of work of this ITB.

IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED

V. SCOPE OF WORK

Specifications

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.

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.

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.

Orders and Deliveries

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 compete 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.

VI. VENDOR QUESTIONNAIRE

ce Schedule*

Please download the below documents, complete, and upload.

- Price_Schedule_Motor_Oils,_...

*Response required

pplicable, the Bidder hereby acknowledges receipt of any addenda or amendments to the ITB.*

☐ Please confirm

*Response required

ancial Interest*

All Bidders must notify the CPO or designee if any employee(s) of the requesting Department or CPD have a financial interest in the Bidder.

☐ Yes
☐ No

*Response required

When equals "Yes"

pecify by name*

*Response required

I Business Tax Identification # (NMBTIN), as applicable

you have a New Mexico Preference Certificate (Resident, Veterans' or Native American Business) issued by the New Mexico Department of Taxation and Revenue?

If yes, please upload a .pdf of the current certificate.

ntract/Agreement Terms and Conditions*

Please download the Contract/Agreement below for review and/or upload accordingly. Any proposed changes shall be in redline format. Should the Offeror accept the agreement without changes, upload a one-page response indicating as such. This will allow the Bidder to move forward and complete this question.

- FINAL_AMENDED_Price_Agreeme...

*Response required

VII. EXISTING CONTRACT/AGREEMENT USAGE CLAUSE

This Contract/Agreement may be utilized by any entity or organization legally authorized to do so. Eligible entities include, but are not limited to, all agencies, commissions, institutions, political subdivisions, and local public bodies. Any such use of this Contract/Agreement shall be in accordance with all applicable laws, regulations, and procurement requirements. The Contractor shall honor all orders placed by authorized entities under the terms and conditions of this Contract/Agreement.