

SANTA FE SOLID WASTE MANAGEMENT AGENCY

BID SUBMITTAL FORM

ITB No. '21/01/B

EXCEPTIONS TO SPECIFICATIONS

Bidder must check one of the following:

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

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

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

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

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

STEWART & STEVENSON POWER PRODUCTS, LLC 6565 HANOVER RD NW
Firm/Company Name Mailing Address

 ALBUQUERQUE, NM, 87121
Authorized Signature City, State & Zip Code

JEFF NEWMANN GENERAL MANAGER
Printed Name Title

j.newmann@ssss.com 505-831-7511
Email Address Telephone Number / Fax Number

ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder must complete and submit with their bid:

- Any addenda issued in reference to this ITB
- Basic Qualification Standard Sheet
- Appendix A - Fleet List
- Appendix B – Bidder Questionnaire
- Copy of City of Santa Fe Business License
- Copy of State of New Mexico CRS Tax Identification Number
- Copy of Resident Business Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.
- Copy of Resident Veterans Business Preference Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.

Remainder of Page Intentionally Left Blank

"Exceptions have been taken and noted on attached sheet.

- 1.) We at Stewart and Stevenson Power Products, LLC do not provide towing, trailering, or oversize/overweight transport, unless repair is due to a workmanship issue on a repair done at our facility. All transport other than designated will be provided by your facility.

In no event shall a party to this Bid or any resulting Agreement be liable for indirect, special, consequential, incidental, multiple or punitive damages, or any damage deemed to be of an indirect or consequential nature, arising out of or related to its performance under this Bid or any resulting Agreement, whether based upon breach of contract, warranty, negligence and whether grounded in tort, contract, civil law or other theories of liability, including strict liability. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, loss of use, loss of revenue and cost of capital. Notwithstanding any other provision hereof to the contrary, Bidder's total, cumulative liability for any claim arising out of or related to the performance or non-performance of any Agreement resulting from this Bid shall be limited to the Purchase Order Price which the claim is under.

Meets or Exceeds Specification ?	Basic Qualification Standard
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Factory trained service technicians.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Repair facility within 80 miles of Santa Fe, NM.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Past experience with repairs, parts and/or service of covered units.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Access to factory service, repair and parts manuals for covered units.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Field service – on-site field diagnostics and repairs (at Agency’s facilities).
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Shop service – at Bidder’s repair shop.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Parts discount off of vendor’s most current list price.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Labor/service hourly rates by class.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	All work to be professionally diagnosed prior to repairs being performed. Bidder shall notify Agency of diagnostic results and issue a written estimate of repair costs (hourly labor charges, parts, materials, number of days the unit will be down for repairs, etc.). In the event a partial or complete tear-down is required to diagnose repair, Bidder must receive written authorization from the Agency prior to commencing tear-down.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Bidder shall respond to all requests for repair within three (3) hours of notification. All authorized repairs shall be commenced within three (3) business days of receipt of Notice to Proceed.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	All repairs shall be completed within fifteen (15) working days of receipt by Bidder of Notice to Proceed from the Agency. This period may be extended at the option of the Agency and such extension shall be documented in writing.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Bidder carries an adequate inventory supply of parts and materials to serve the Agency’s needs without undue delays. If the Bidder does not have required parts and materials on hand, Bidder has ready access to same from a third-party vendor.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Agency retains ownership of, and reserves the right to request the return of any part(s), accessory(ies), assembly(ies) or sub-assembly(ies) replaced on unit.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	All parts, fluids, and materials must be new and conform to original manufacturer’s specification. Rebuilt assemblies or parts may be used with the approval of the Agency.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	If the repairs are not properly performed, the unit shall be returned for corrective repairs at no additional cost to the Agency.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Bidder shall comply with federal, state, and local environmental regulations. No additional charge will be accepted by the Agency for the legal disposal of any used fluids or parts such as motor oil, anti-freeze, batteries, tires, etc.

BID FORM

ITB No. '21/01/B

Service Labor Rates		
Service Labor Class	Rate⁽¹⁾	Unit
Shop Service Technician	\$ 155.00	Per Hour
Field Service Technician	\$ 174.00	Per Hour
Shop Mechanic	\$ 155.00	Per Hour
Field Mechanic	\$ 174.00	Per Hour
Shop Laborer	\$	Per Hour
Field Laborer	\$	Per Hour
Shop Helper	\$	Per Hour
Field Helper	\$	Per Hour
Machinist	\$ 155.00	Per Hour
Welder/Fabricator	\$ 155.00 / \$ 174.00	Per Hour SHOP / FIELD
Diagnostics	\$ 155.00 / \$ 174.00	Per Hour SHOP / FIELD
Emergency Call/Weekends ⁽²⁾	\$ 230.00 / \$ 253.00	Per Hour SHOP / FIELD
Other Labor Classes Offered by Bidder		
	\$	Per Hour
	\$	Per Hour
	\$	Per Hour

Parts Discount	
Parts discount off of Bidder's most current list price	→ 10 %

(1) Use N/A for no rate.

(2) Emergency Call/Weekends is defined as any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays).

BID FORM

ITB No. '21/01/B

BIDDER'S INFORMATION

STEWART & STEVENSON POWER PRODUCTS, LLC
Firm/Company Name

6565 HANOVER RD NW ALBUQUERQUE, NM 87121
Address, City, State, Zip Code


Authorized Signature

JEFF NEUMANN
Printed Name

j.neumann@ssss.com
E-Mail Address

GENERAL MANAGER
Title

505-831-7511
Telephone Number

4/29/2020
Date

505-875-1846
Fax Number

APPENDIX A

LIST OF FLEET VEHICLES, HEAVY-DUTY TRUCKS AND TRAILERS

LIST OF FLEET VEHICLES, HEAVY-DUTY TRUCKS AND TRAILERS

Covered	Not Covered	Year/Make/Model/Description
X		1997 Freightliner Semi-Truck (2)
X		2014 Freightliner 114 SD Semi-Truck
X		2016 Freightliner 114 SD (2)
X		2004 International 4200 Flat Bed w/ Fuel Tanks
X		2009 International 7600 Roll-Off Truck
X		2018 Peterbilt 567 Semi-Truck
	X	2020 Peterbilt 348 Full Lube Truck
	X	1997 Steco Trailer
	X	2014 End Dump Trailer (Rock)
	X	2016 Wilkens Aluminum Walking Floor Trailers (3)
	X	2016 Wilkens Steel Walking Floor Trailer
	X	2017 Wilkens Steel Walking Floor Trailer (2)
	X	2019 Construction Specialist High Wall End Dump
	X	2001 Chevrolet 1500 Silverado Single Cab
	X	2014 Chevrolet Silverado 2500 Crew Cab 4x4 (Service Box)
	X	2014 Chevrolet Silverado 2500 Crew Cab 4x4 Flat Bed w/ Lube
	X	2016 Chevrolet Silverado 2500HD Crew Cab 4x4
	X	2016 Chevrolet Silverado 2500 Crew Cab 4x4
	X	2017 Chevrolet Silverado 2500HD Crew Cab 4x4
	X	2019 Chevrolet Colorado Crew Cab 4x4
	X	1998 Dodge 1500 Ram Truck Single Cab
	X	2006 Dodge Ram 1500 4X4
X		1988 Ford Tandem Potable Water Truck
X		1992 Ford Water Truck
	X	1997 Ford F250 Lube Truck (Flat Bed)
	X	2002 Ford Truck One Ton 4x4 Crew Cab w/ Snow Plow
	X	2003 Ford F250 4x4 Ext Cab Flat Bed
	X	2003 Ford F250 4x4 (Service Box)
	X	2014 Ford F550 Mechanic Service Truck
	X	2014 Ford Escape AWD
	X	2014 Ford Explorer AWD
	X	2015 Ford F350 One Ton Truck Crew Cab
	X	2015 Ford Escape
X		1992 GMC Topkick Lubrication Truck

APPENDIX B
BIDDER QUESTIONNAIRE

BIDDER QUESTIONNAIRE

Bidders are required to answer and/or attach any information that may assist in verifying their ability to perform the services required in the ITB. Do not make an assumption that the Agency is familiar with your work.

1. Number of years in business? 15 YEARS

2. Number of employees? 12

3. Average years of experience? 25 YEARS

4. List any additional services your company can provide not identified in this ITB:

RENTAL OF LARGE FORKLIFTS

5. Does your company have the knowledge and capability to repair the listed fleet vehicles in-house?

Yes No

6. Does your company stock parts for the unit you are offering services for?

Yes No

APPENDIX C
SAMPLE PRICE AGREEMENT

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH CONTRACTOR
(Parts and Labor – Fleet Vehicle, Heavy-Duty Truck and Trailer Repairs – 2020)**

This PRICE AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Contractor ("Contractor") for parts and labor for fleet vehicle, heavy-duty truck and trailer repairs as described in ITB No. ‘21/01/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. ‘21/01/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE: LICENSES

Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. DEFINITIONS

- A. "Agency" means the Santa Fe Solid Waste Management Agency.
- B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.
- C. "Items" means tangible goods or tangible items of personal property required for Agency operations. All items are to be new and of most current production, unless

otherwise specified.

- D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.
- E. "Price Agreement" means this indefinite quantity Price Agreement which requires Contractor to provide product(s) to the Agency.
- F. "Purchase Order" means a fully executed purchase document issued by the City of Santa Fe Purchasing Department on behalf of the Agency that specifies the items and services to be provided by Contractor.
- G. "Services" mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services 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 and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.
- B. Purchase Orders. The Agency may issue Purchase Orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service described in Exhibit A. All Purchase Orders for items and services issued hereunder must reference the Purchase Order number and Price Agreement number ITB

'21/01/B.

- C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.
- D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. '21/01/B, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions

- 1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered packaging, Purchase Order number, Price Agreement number and Agency facility.
- 2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the complete order cannot be fulfilled.
- 3) Whenever the Agency does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.
- 4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for

the services, respectively.

- 5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties the 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 services or items meet specifications. No payment shall be made for any services or items until the services or 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 services or items, the Agency shall issue a written certification of complete or partial acceptance or rejection of the services or items. The time

period shall begin at the completion of services or 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 services or items will be deemed to have been accepted.

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

7. APPROPRIATIONS

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

8. TERM AND EFFECTIVE DATE

- A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2021, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.
- B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

9. CANCELLATION

- A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.
- B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.
- C. Contractor may be excused from performance if Contractor's failure to perform the

Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. **TERMINATION**

- A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.
- B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those

provided for in this Article and are in addition to any other rights provided for by law.

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

- A. Contractor, its agents, and its employees are independent contractors performing product delivery services for the Agency and are not employees of the Agency.
- B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.
- C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

12. **CONFIDENTIALITY**

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

13. **CONFLICT OF INTEREST**

- A. Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.
- B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

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

15. ASSIGNMENT: SUBCONTRACTING

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

16. NON-COLLUSION

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

17. RELEASE

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

18. INSURANCE

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

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

- B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.
- C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

19. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

20. NEW MEXICO TORT CLAIMS ACT

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

21. THIRD PARTY BENEFICIARIES

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

22. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three (3) years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

23. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the

State of New Mexico shall be brought in the First Judicial District Court, Santa Fe County.

24. AMENDMENT

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

25. INTEGRATION

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

26. NON-DISCRIMINATION

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

27. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

28. **NOTICES**

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

AGENCY: Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Signatory Name
Signatory Title
Address
City, State Zip Code
Fax:
Email:

- B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

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

Remainder of Page Intentionally Left Blank

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

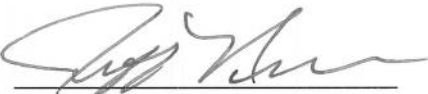
Anna Hansen
Chairperson

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:



6/29/2020
Date:

Name JEFF NEUMANN
Title GENERAL MANAGER

Contractor STEWART & STEVENSON POWER PRODUCTS, LLC

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. '21/01/B

1. GENERAL CONDITIONS

- A. This Agreement is established to provide parts and labor for repairs to fleet vehicles, heavy-duty trucks and trailers (fleet unit) for the Agency hereinafter referred to as services. The Agency owns fleet units listed in Section 3 of Exhibit A that may require the Contractor's services. However, the Agency may require services for new fleet unit(s) in the future. Thus, the list of fleet units may be revised through an amendment to this Agreement.
- B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair fleet unit. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the Contractor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.
- C. The Agency is responsible for determining when the services of the Contractor are needed.
- D. Contractor shall assess the situation/problem, when directed, and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, the Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials

used.

- E. If the work is an emergency, the Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.
- F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by the Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.
- G. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by the Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated fleet unit. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.
- H. Contractor shall be responsible for any damage caused by the Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contractor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided the Contractor is responsible for disposal of any trash

created during the work performed.

- I. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.
- J. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.
- K. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.
- L. While providing the services outlined herein, the Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.
- M. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of the Contractor, and shall be remedied as soon as possible.
- N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed

as a separate item.

- O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when the Contractor arrives at the job site, continues while picking up parts, and ends when the Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.
- P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse the Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.
- Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.
- R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.
- S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

2. BILLING LOCATION AND CONTACT

- A. Contractor shall request the proper billing address upon the receipt of an order to

ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

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

3. LIST OF FLEET VEHICLES, HEAVY-DUTY TRUCKS AND TRAILERS

Covered	Not Covered	Year/Make/Model/Description
X		1997 Freightliner Semi-Truck (2)
X		2014 Freightliner 114 SD Semi-Truck
X		2016 Freightliner 114 SD (2)
X		2004 International 4200 Flat Bed w/ Fuel Tanks
X		2009 International 7600 Roll-Off Truck
X		2018 Peterbilt 567 Semi-Truck
	X	2020 Peterbilt 348 Full Lube Truck
	X	1997 Steco Trailer
	X	2014 End Dump Trailer (Rock)
	X	2016 Wilkens Aluminum Walking Floor Trailers (3)
	X	2016 Wilkens Steel Walking Floor Trailer
	X	2017 Wilkens Steel Walking Floor Trailer (2)
	X	2019 Construction Specialist High Wall End Dump
	X	2001 Chevrolet 1500 Silverado Single Cab
	X	2014 Chevrolet Silverado 2500 Crew Cab 4x4 (Service Box)
	X	2014 Chevrolet Silverado 2500 Crew Cab 4x4 Flat Bed w/ Lube
	X	2016 Chevrolet Silverado 2500HD Crew Cab 4x4
	X	2016 Chevrolet Silverado 2500 Crew Cab 4x4
	X	2017 Chevrolet Silverado 2500HD Crew Cab 4x4
	X	2019 Chevrolet Colorado Crew Cab 4x4
	X	1998 Dodge 1500 Ram Truck Single Cab
	X	2006 Dodge Ram 1500 4X4
X		1988 Ford Tandem Potable Water Truck
X		1992 Ford Water Truck

Covered	Not Covered	Year/Make/Model/Description
	X	1997 Ford F250 Lube Truck (Flat Bed)
	X	2002 Ford Truck One Ton 4x4 Crew Cab w/ Snow Plow
	X	2003 Ford F250 4x4 Ext Cab Flat Bed
	X	2003 Ford F250 4x4 (Service Box)
	X	2014 Ford F550 Mechanic Service Truck
	X	2014 Ford Escape AWD
	X	2014 Ford Explorer AWD
	X	2015 Ford F350 One Ton Truck Crew Cab
	X	2015 Ford Escape
X		1992 GMC Topkick Lubrication Truck

Additional manufacturers/brands supported by Contractor -

Remainder of Page Intentionally Left Blank

4. **CONTRACTOR'S UNIT PRICING**

Service Labor Class	Rate/Hour
Shop Service Technician	\$ 155.00/hr
Field Service Technician	\$ 174.00/hr
Shop Mechanic	\$ 155.00/hr
Field Mechanic	\$ 174.00/hr
Shop Laborer	\$
Field Laborer	\$
Shop Helper	\$
Field Helper	\$
Machinist	\$ 155.00/hr
Welder/Fabricator	\$ 155.00/174.00
Diagnostics	\$ 155.00/174.00
Emergency Call/Weekends	\$ 230.00/253.00
Parts Discount	
Parts discount off of Contractor's most current list price	LIST - 10 %



CITY OF ALBUQUERQUE BUSINESS REGISTRATION

CITY OF ALBUQUERQUE
P.O. BOX 1293
ALBUQUERQUE, NM 87102

STEWART & STEVENSON POWER INC
6565 HANOVER RD NW
ALBUQUERQUE NM 87121

CITY OF ALBUQUERQUE

STEWART & STEVENSON POWER INC (STEWART & STEVENSON POWER INC)
6565 HANOVER RD NW

PERMIT NO: BRC-2002-279071

PROGRAM: BUSINESS REGISTRATION

EFFECTIVE FROM: 05/01/2020 THROUGH: 04/30/2021

HAVING COMPLIED WITH THE FEE REQUIREMENTS OF CHAPTER 13 ARTICLE 1 OF THE REVISED ORDINANCES,
REGISTRATION OR LICENSING WITH THE CITY OF ALBUQUERQUE AND PAYMENT OF FEES DOES NOT CONSTITUTE A
WAIVER OF ANY REQUIREMENTS OR PROVISIONS CONTAINED AT ANY LAW.
THE ACTIVITY/BUSINESS PROPOSED TO BE CONDUCTED AT ANY LOCATION WITHIN THE CITY SHALL BE APPROVED BY
THE CITY'S ZONING ENFORCEMENT OFFICER PRIOR TO COMMENCING THE ACTIVITY/BUSINESS.

PLANNING DEPARTMENT - CODE ENFORCEMENT DIVISION

WWW.BIZREG.CABQ.GOV

(505) 924-3890

POST IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Stewart & Stevenson Power Products LLC P O Box 1745 Houston TX 77251 USA	INSURER A: Zurich American Ins Co		16535
	INSURER B: Lloyd's Syndicate No. 3000		AA1129000
	INSURER C: American Guarantee & Liability Ins Co		26247
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570078603013** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO790538000 SIR applies per policy terms & conditions	09/30/2019	06/30/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP5918339-14	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			MALIA1900285 XS over WC & Auto Only SIR applies per policy terms & conditions	09/30/2019	06/30/2020	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			WC591834116	06/30/2019	06/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Misc Liab Cvg			AUC700538400 Excess Over GL Only	09/30/2019	06/30/2020	Each Occurrence	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

Stewart & Stevenson Power Products LLC
P O Box 1745
Houston TX 77251 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570078603013

CSR# 03-060864-00-3

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Stewart & Stevenson LLC

2 Business name/disregarded entity name, if different from above

Stewart & Stevenson Power Products LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

55 Waugh Drive, Suite 800

6 City, state, and ZIP code

Houston, TX 77007

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					

OR

Employer identification number									
2	0	-	4	0	6	4	9	5	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ►

Date ►

12/6/2018

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Pay Equity Reporting Form PE10-249, Version 03-2018

Company name:
 Mailing address line 1:
 Mailing address line 2:
 City, state, zip code:
 Phone:
 E-mail address:
 FEIN number:
 EAN number:
 SUPPLIER ID:

Stewart & Stevenson	
6565 HANOVER RD NW	
ARLINGTON VA	22204
505-881-3211	
stewart@stewart.com	555-1234
20-100-1234	

Job Category	No. Females	No. Males	Gap (Absolute %)
1 - Exec/Senior Level Officials/Mgrs	0	0	N/A
1.2 First/Mid Level Officials/Mgrs	0	3	N/A
2 - Professionals	1	1	N/A
3 - Technicians	0	0	N/A
4 - Sales Workers	0	2	N/A
5 - Office and Admin. Support	1	0	N/A
6 - Craft Workers (Skilled)	0	10	N/A
7 - Operatives (Semi-Skilled)	0	0	N/A
8 - Laborers (Unskilled)	0	0	N/A
9 - Service Workers	0	0	N/A

Total # Job Categories With No Employees: 10
 Total # Female Only Job Categories: 0
 Total # Male Only Job Categories: 0
 Total # Females (all categories): 2
 Total # Full Time Females: 2
 Total # Part Time Females: 0
 Total # Males (all categories): 16
 Total # Full Time Males: 16
 Total # Part Time Males: 0
 Total # Employees: 18
 Female % Workforce: 22.22%
 Male % Workforce: 77.78%
 Calculated Weighted Average Gap: N/A

Submit only this form

Must be signed by the principal executive of the company: RFP# []
 Signature certifies that all employees working in New Mexico are included, the data is for the current calendar year, and any challenges to your information may require you to get third party verification at your own expense.

Jeff Neumann-GM Name and title, printed
 [Signature] Signature
 3/5/19 Date submitted