



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Calypus Consulting Group, Inc.**, a Massachusetts corporation ("Contractor"), to be effective for all purposes March 29, 2023 ("Effective Date").

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 23-46 ("RFP") on October 28, 2022, requesting proposals for a qualified independent contractor or contractors, ("Contractor(s)") to provide professional procurement consulting services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated December 1, 2022 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was one (1) of four (4) successful Offerors for the services listed in the RFP; and

WHEREAS, the County Council, as part of a multiple-source award, approved this Agreement, AGR23-46a, AGR23-46b, and AGR23-46d, at a public meeting held on March 28, 2023; and

WHEREAS, the aggregate compensation between this Agreement and Agreements AGR23-46a, AGR23-46b, and AGR23-46d are not to exceed the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), excluding New Mexico gross receipts taxes ("NMGRT"); and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

1. GENERALLY

- a. As requested by County, Contractor shall provide professional procurement services and subject matter expertise to County at the request of County's Chief Purchasing Officer or designee, upon execution of an Approved Task Order ("Services"). All Services shall be performed remotely.
- b. Contractor shall prepare and produce procurement documents in conformance with the County's Procurement Code, and all other applicable laws, ordinances, regulations, policies, and County formats.
- c. Contractor shall provide all necessary qualified personnel, equipment, supplies, phone and internet access required to perform the Services. Contractor shall provide Services in conformance with applicable County Information Management Technology requirements.

- d. Services, as requested by County and in accordance with the schedule provided by County, include, but are not limited to the following:
 - i. Contractor shall perform competitive sourcing of various goods, services, and construction by developing, writing, preparing and issuing formal solicitation documents, including Request for Proposal (“RFP”), Invitations for Bid (“IFB”) and Request for Qualifications/Interest (“RFQ”/“RFI”).
 - ii. Contractor shall assist County Procurement staff and department stakeholders with the development of statements of work and scopes of work.
 - iii. Contractor shall assist County Procurement staff and department stakeholders with analysis and evaluation of bids and proposals received, including but not limited to:
 - 1. Perform an initial review to determine whether responses are generally responsive and responsible;
 - 2. Document any items which may make the responses non-responsive and provide the list to the County Evaluation Committee and County Procurement staff;
 - iv. Contractor shall draft contracts and contract amendments in a form acceptable to the Office of the County Attorney, either as the result of the award of a competitive solicitation, or as a result of another procurement mechanism, such as cooperative procurement.
 - v. Contractor shall review contract documents from prospective contractors and recommend revisions in conformance with County Procurement Code and other applicable County requirements.
 - vi. Should the Office of the County Attorney make recommended edits, Contractor shall make the necessary edits to address the comments, questions and edits from the Office of the County Attorney, in consultation with County Procurement staff, and resubmit the revised draft.

2. DELIVERABLES

- a. Contractor will deliver all items described in each Approved Task Order as deliverables in the manner and time detailed in the Approved Task Order.
- b. As requested by County, Contractor shall ensure both inter- and intra-departmental reviews of each submittal, as well as ensure proper grammar and spelling of all documents and deliverables. Contractor shall provide County complete and thorough deliverables which accurately reflect an understanding of the business and technical requirements of the specific procurement. Deliverables shall also reflect a sufficient understanding of laws, regulations and ordinances applicable to the specific procurement.
- c. As requested by County, Contractor shall provide County complete and accurate solicitation documents ready for issue to potential bidders or offerors, in conformance with County policies and procedures.
- d. Subsequent to the County Evaluation Committee’s selection, and as requested by County, Contractor shall provide complete and accurate contract documents ready for;
 - i. Review and approval by Office of the County Attorney;
 - ii. Review and approval by selected contractor; and
 - iii. Execution by the County and the successful bidder or offeror.

3. TASK ORDER PROCESS

- a. All Services shall be performed by Task Order. County shall make reasonable efforts to generally provide at least two (2) business days' notice to Contractor for the Services required under any Task Order. The Task Order shall be priced by Contractor on a regular five (5) day schedule, Monday through Friday, forty (40) hours per week, unless otherwise agreed by both Parties.
- b. County's Project Manager shall request the Services of Contractor for individual or multiple projects through a written request for quote(s). Each written request for quote(s) shall identify the work and Services to be performed and a timeline for completion. A written request for quote(s) may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample Task Order is provided in Exhibit "D," attached hereto and made a part hereof for all purposes.
- c. Upon the County's issuance of a written request for quote(s), Contractor shall provide a written, itemized quote for the task(s), work, and/or Services requested by Project Manager ("Quote"). The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Task Order. Cost shall conform to the rates described in Exhibit "A," attached hereto and made a part hereof for all purposes, as a not-to-exceed fixed price. Any proposed progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare Quotes shall be considered incidental to the awarded Task Order and not compensable.
- d. If Contractor's Quote is signed by Contractor and acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). After receipt of the Approved Task Order, County and Contractor shall schedule the Services. Contractor is authorized to begin work only upon receipt of the Approved Task Order.
- e. The Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the Approved Task Order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the Services in the first instance shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor continuing the performance of Services. In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum aggregate amount of compensation set forth herein unless modified in writing by the parties. Unanticipated events shall not form the basis for additional compensation to Contractor.
- f. Contractor must take any and all actions to timely complete the Services agreed to in the Approved Task Order.
- g. This Agreement shall not provide Contractor with a guarantee that County will accept Contractor's Quotes or award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any project. County's issuance of a written request for quote(s) is not a guarantee of work to Contractor. County, at its

sole discretion, shall determine when Contractor's Services are required and shall issue written request for quote(s) as needed.

- h. Contractor may be required to attend Council and other public meetings. County shall identify the meetings in the written request for quote(s) and Contractor shall include the costs for attendance, based on the hourly rates identified in Exhibit "A." In the event that it is determined after issuance of the Approved Task Order that meeting attendance is required, County shall inform Contractor of such, and Contractor shall bill the County accordingly, based on the hourly rates identified in Exhibit "A."

SECTION B. TERM: The term of this Agreement shall commence March 29, 2023 and shall continue through March 28, 2026, unless sooner terminated, as provided herein. At County's sole option, the County Manager may renew this Agreement for up to four (4) consecutive one-year period(s), unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the Rate Schedule set out in Exhibit "A." Compensation for all Agreements (AGR23-46a, AGR23-46b, AGR23-46c, and AGR23-46d) and Approved Task Orders under this Agreement, shall not exceed a combined total of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico gross receipts taxes ("NMGR").
2. The Parties understand that County, at its sole discretion, may utilize the Services under this Agreement and Agreements AGR23-46a, AGR23-46b, and AGR23-46d, as specified herein, throughout the Term of the Agreements, in a manner that results in the need to amend the not-to-exceed compensation amount originally estimated by County and specified herein. The Parties agree that they will work in good faith to amend the not-to-exceed compensation amount, if applicable to accommodate the additional Services requested by County. Any increase to the not-to-exceed compensation amount provided herein, must be authorized by an Amendment to this Agreement, which must be approved by County Council. This provision shall not be construed to conflict with County's sole discretion to determine when Contractor's Services are required.
3. Individual Approved Task Orders that exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) shall also require County Council approval.
4. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo.

Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUBCONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.

3. Automobile Liability Insurance for Contractor and its Employees: ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Within a reasonable time of County's request, Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County.

SECTION K. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION L. 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 obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION M. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor

or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein, and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION S. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION T. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION U. TERMINATION:

1. **Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION V. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Deputy Chief Purchasing Officer
Incorporated County of Los Alamos
101 Camino Entrada, Building 3
Los Alamos, New Mexico 87544

Contractor:

Dr. George Harris, President
Calyptus Consulting Group, Inc.
16 Leonard Avenue
Cambridge, MA 02139

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "B." Contractor must submit this form with this Agreement, if applicable.

SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AB. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AC. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit "C," attached hereto and made a part hereof for all purposes. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AD. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

CALYPTUS CONSULTING GROUP, INC, A
MASSACHUSETTS CORPORATION

BY: _____
NAME: DR. GEORGE HARRIS **DATE**
PRESIDENT

Exhibit “A”
Compensation Rate Schedule
AGR23-46c

	<u>Year 1 - Hourly Rates</u>	<u>Year 2 - Hourly Rates</u>	<u>Year 3 - Hourly Rates</u>	<u>Year 4 - Hourly Rates</u>	<u>Year 5 - Hourly Rates</u>	<u>Year 6 - Hourly Rates</u>	<u>Year 7 - Hourly Rates</u>
Function Title	Remote/ Offsite	Remote/ Offsite	Remote/ Offsite	Remote/ Offsite	Remote/ Offsite	Remote/ Offsite	Remote/ Offsite
Project Manager	\$160.00	\$164.80	\$169.74	\$174.84	\$180.08	\$185.48	\$191.05
Consultant	\$140.00	\$144.20	\$148.53	\$152.98	\$157.57	\$162.30	\$167.17

Exhibit "B"
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
AGR23-46c

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:
(a) a prospective contractor, if the prospective contractor is a natural person; or
(b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a ☐ member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Theresa Cull; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; David Reagor; and Randal Ryti.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

☐	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
☐	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit "C"
Confidential Information Disclosure Statement
AGR23-46c

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Contractor: Calyptus Consulting Group, Inc.
Dr. George Harris, President
16 Leonard Avenue
Cambridge, MA 02139
Email: gharris@calyptusgroup.com

County: Deputy Chief Purchasing Officer
Incorporated County of Los Alamos
101 Camino Entrada, Building 3
Los Alamos, New Mexico 87544

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of

Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

Exhibit "D"
SAMPLE TASK ORDER
AGR23-46c

Los Alamos County
2023 Procurement – CONTRACTOR NAME

Task Order Form AGR23-46c
DATE CONTRACT
DATE Revision 0

AGR23-46 TASK ORDER #

DATE PREPARED:

CHARGE: TBD

CONTRACT MANAGER:

COUNTY REQUESTOR/CONTACT:

ATTACHMENTS:

1. Proposal from CONTRACTOR Dated _____

COMMENCE WORK DATE: Upon issuance of Task Order and Purchase Order

REQUESTED DELIVERY DATE:

SCOPE OF WORK REQUESTED:

DELIVERABLE:

ESTIMATED COST:

1. \$____ plus NMGR.

ESTIMATED VALUE OF ALL TASK ORDERS TO DATE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses or GRT):

ESTIMATED BALANCE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses or GRT):

CURRENT CONTRACT VALUE (not including Reimbursable Expenses or GRT):

SIGNATURE PAGE

Original Task Order

Name **Date**
County Authorized Signer

Contractor **Date**
Contractor Authorized Signer

Steven Lynne **Date**
County Manager (if TO value is \$10,000 or more)

=====
Task Order Revision (as applicable)

Name **Date**
County Authorized Signer

Contractor **Date**
Contractor Authorized Signer

Steven Lynne **Date**
County Manager (if TO value is \$10,000.00 or more)