



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 **Cintas Corporation No. 2**, a Nevada corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes January 28, 2026 ("Effective Date").

WHEREAS, Section 31-3(b)(4) of the County Code of Ordinances allows for procurement of goods, services, or construction items under existing contracts that are with a person that has a current contract, that was subject to competitive solicitation, with another government or agency thereof; and

WHEREAS, Contractor was awarded a contract with OMNIA Partners, a cooperative purchasing organization operating in New Mexico, on July 14, 2022, as a result of RFP 2228886, issued December 15, 2021, for rental of uniforms, floor mats, mops, towels, and related services; and

WHEREAS, County requested a quote from Contractor for rental uniforms, floor mats and related services, as provided for in the OMNIA Partners contract, and Contractor provided a quote to County that complies with the pricing terms of the OMNIA Partners contract; and

WHEREAS, the County Council approved this Agreement at a public meeting held on January 27, 2026; and

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

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

SECTION A. SERVICES: Contractor shall provide weekly uniform rental, laundry and delivery services and floor mat rental, cleaning and delivery services as described below ("Services"). The uniform types, and floor mat types and specifications are described in Exhibit A ("Compensation Rate Schedule"), attached hereto and made a part hereof for all purposes.

1. Generally. Contractor shall:

- a. For each employee designated by the County, provide eleven (11) sets of one (1) pant and one (1) shirt per set, in excellent condition, free of repair patches, frays, holes, rips, or stains; and for Environmental Services staff, one (1) Coverall; and for Electricians for Facilities and Traffic and Streets staff, two (2) Flame Resistant ("FR") Insulated Coveralls, two (2) Overalls and two (2) winter coats, all articles in excellent condition properly fitted, fresh, clean and wrinkle-free ("Uniform(s)").
- b. Provide Flame Resistant rated Uniforms for all employees designated by County as requiring FR rated uniforms, as described in Exhibit A.
- c. Flame Resistant Garments. County agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("**FR**") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their

applicable work environment(s). COUNTY ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH COUNTY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. County agrees to notify all employees and other agents of County who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. County acknowledges that compliance with any and all OSHA rules or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of County. Contractor explicitly denies liability for, and the County releases Contractor for, the County's use of the FRC, including but not limited to any alleged failure of the FRC, to function as flame resistant or provide protection against fire and/or heat. Contractor will launder and maintain the FRC consistent with industrial laundry standards for the care and maintenance of FRC.

- d. Provide all necessary equipment for safe, clean and orderly storage of Uniforms, including lockers for clean uniforms and bins for soiled uniforms. This storage shall be provided at 101 Camino Entrada, Building 1, and at the Eco Station, 3701 E. Jemez Road both located in Los Alamos, New Mexico 87544.
- e. Provide County emblem patches on each Uniform shirt, using artwork and logos approved by the County Project Manager, in compliance with applicable County brand standards provided in writing to Contractor in advance. Each Uniform shirt shall have two emblem patches, one with the employee's name, and one with the designated County logo and brand image.
- f. Complete the necessary Uniform measurements/fittings and deliver the garments within a time which allows County employees to have their full quantity of eleven sets of Uniforms, within the schedule agreed upon by the Parties.
- g. Maintain an inventory control system which provides a written report ("Pickup Report") to County showing the exact number of dirty garments scanned in, by employees, to be laundered and returned at the time of the following weekly visit. The Pickup Report shall be provided to the County Project Manager following each visit.
- h. Replace any irreparably stained, damaged or worn-out Uniforms within fourteen (14) calendar days from the date of pick up, unless otherwise agreed to in writing by the County Project Manager. Contractor shall replace any lost or broken buttons or defective mechanical fasteners.
- i. Throughout the term of this Agreement, County shall notify Contractor if an employee needs to be measured and fitted, and that new garment sets are required when Uniforms are required by new employees or due to size changes. Contractor shall be responsible for measuring and fitting employees within seven (7) business days.
- j. Contractor shall provide size changes at no additional cost as long as County employee(s) return all previously issued garments.

- k. Provide clean(ed) floor mats for use at the Eco Station, 3701 E. Jemez Road, Los Alamos, New Mexico, in the sizes and quantities described in Exhibit A, to be replaced weekly.

2. Program Initiation. Contractor shall:

- a. Conduct an in-person kickoff meeting with County at a date and time agreeable to the County Project Manager within ten (10) business days of the Effective Date of this Agreement. The purpose of the kickoff meeting is to mutually develop a roll out plan that meets the needs of each division within the Public Works Department ("PW"). Contractor shall provide a written summary of the kickoff meeting and roll out plan to the County Project Manager within one (1) calendar week of the meeting.
- b. Contractor shall assign a Sales Representative ("SR") who will coordinate the roll out of the Services and serve as the County Project Manager's primary point of contact throughout the term of this Agreement.
- c. Contractor shall conduct a Site Assessment for each of PW's division(s) to confirm inventory needs. Contractor shall provide no less than eleven (11) Uniform sets per PW employee, and Coveralls, Overalls, and Winter Coats as identified in Section A(1)(a), per employee as designated by the County's Project Manager, and floor mats at the designated locations, in the sizes and quantities as described in Exhibit A. At County's sole option, additional sets of Uniforms per employee may be requested by County during the term of this Agreement.
- d. Contractor shall confirm the requirements determined during the Site Assessment by providing a written checklist within ten (10) business days, to the County's Project Manager for County's verification to ensure all requirements are met for the initial implementation.
- e. Contractor and Project Manager will determine by mutual agreement, within the assigned locations noted in Section A(1)(c) above, where Contractor-provided lockers for clean uniforms, and bins for soiled laundry will be located.

3. Program Implementation.

- a. Upon the Effective Date of this Agreement, and in accordance with the mutually developed roll out plan schedule, Contractor shall schedule a fitting event at a time mutually agreeable to County and Contractor, to conduct size fitting by tape measure of every PW employee, and to determine the pant and shirt style selected by the employee. Pants may be denim or other durable material commonly used for work pants. Shirts may be either long sleeve or short sleeve, except all FR-rated shirts shall be long sleeve. Overalls, Coveralls, and winter coats shall be the items identified in Exhibit A.
- b. Before or during the fitting event, Contractor shall provide samples of shirt patches for County's written approval.
- c. Following the initial fitting event and upon County's approval of the emblem patches, Contractor shall deliver the sets of Uniforms within eight (8) weeks, with the exception of sizes 2XL or larger, which shall be delivered within twelve (12) weeks.
- d. Initial delivery of floor mats shall occur in accordance with the mutually developed roll out plan schedule.

4. Ongoing Customer Service. Contractor shall:

- a. Schedule and conduct quarterly meetings with the County's Project Manager to ensure quality and other customer service requirements are met. Contractor shall provide a written summary to the County's Project Manager of the quarterly meeting within fourteen (14) calendar days following the meeting.
- b. Provide the County's Project Manager with alternate contact should the Contractor's Sales Representative be unavailable during normal business hours.

SECTION B. TERM: The term of this Agreement shall commence January 28, 2026, and shall continue through January 27, 2033, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED TEN THOUSAND DOLLARS (\$310,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A.
2. The Parties understand that County at its sole discretion may utilize the Services under this Agreement as specified herein throughout the term of this Agreement 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. **Weekly Invoices.** Contractor shall submit itemized weekly reports to the County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. Any amounts disputed by the County shall be in writing and made in good faith with supporting documentation.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT 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. RESERVED.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: 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 reasonably acceptable to County. Contractor shall ensure 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. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon written request.

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 Court 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 Court 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 negligent acts or negligent omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance, or failure to perform, 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; provided, however, that the party failing to perform shall (i) as soon as possible, inform the other party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

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.
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 written notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION V. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Armando Gabaldon, ES Manager
Incorporated County of Los Alamos
3701 E. Jemez Road
Los Alamos, New Mexico 87544
E-mail:Armando.gabaldon@losalamosnm.gov

Contractor:

Attn: Public Sector Major Account Manager
Cintas Corporation
5101 Wilshire Avenue NE
Albuquerque, New Mexico 87113
E-mail:schultz3@cintas.com

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544
E-mail: ~Attorney@losalamosnm.gov

SECTION W. INVALIDITY OF PRIOR AGREEMENTS AND ENTIRE AGREEMENT:

1. 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.
2. Regarding the Services described herein, this Agreement shall supersede, now and in the future and without limitation, any terms or conditions on Contractor's website, terms and conditions referenced on Contractor's quote or invoice, or any other Contractor terms and conditions not expressly agreed to and properly authorized by the Parties in writing. For clarity, no "click-through," "click-and-accept," "web-wrap," or other similar agreements or terms whether before, on, or after the date of this Agreement, will be effective to add to or modify the terms of this Agreement, regardless of any party's acceptance of those terms by electronic means.

SECTION X. NO IMPLIED WAIVERS: The failure of either Party to enforce any provision of this Agreement is not a waiver by such Party 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 this Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of this 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. 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

MICHAEL D. REDONDO
COUNTY CLERK

BY: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

**CINTAS CORPORATION NO. 2, A NEVADA
CORPORATION**

BY: _____
KARL SCHULTZ **DATE**
PUBLIC SECTOR MAJOR ACCOUNT MANAGER

Exhibit A
Compensation Rate Schedule
AGR26-842

Uniforms

PW Division	Item Number	Product	Item Price per Week*	Uniform Programs Fee***
Facilities; Traffic and Streets Electrician FR** Required	392	392 Carhartt Feather Weight FR Shirt Long Sleeve ONLY	\$0.521	\$0.27
Facilities; Traffic and Streets Electrician FR** Required	280	280 Carhartt FR Jean	\$0.680	\$0.27
Facilities; Traffic and Streets Electrician FR** Required	387	387 Carhartt Featherweight FR Coverall	\$1.25	\$0.27
Facilities; Traffic and Streets Electrician FR** Required	78150	78150 MENS FR QUICK DUCK LINED BIB	\$2.75	\$0.27
Facilities; Traffic and Streets Electrician FR** Required	74008	74008 MENS FR FULL SWING QUICK DUCK JACKET	\$2.00	\$0.27
Environmental Services	59396	59396 Carhartt Rugged Flex Shirt Long & Short Sleeve	\$0.900	\$0.27
Environmental Services	386	386 Carhartt Rugged Flex Pant	\$0.550	\$0.27
Environmental Services	59912	59912 Reflective VIS Coverall	\$1.00	\$0.27
Uniform Not to Exceed Amount				\$270,000.00

Description	One Time Charges
Name Emblem	\$1.95
County Emblem	\$2.95
Division Emblem	\$3.95
Preparation Charge	\$2.25
One Time Charge Not to Exceed Amount	\$10,000.00

Floor Mats

PW Division	Item Number	Product	Quantity	Item Price per Week*	Extended Price per Week
Environmental Services	10196	3x5 Traffic Mat	2	\$5.00	\$10.00

Environmental Services	10197	4x6 Traffic Mat	5	\$6.00	\$30.00
Environmental Services	10198	3x10 Traffic Mat	4	\$7.00	\$27.00
Floor Mat Not to Exceed Amount					\$30,000.00

*Beginning December 1, 2026, item prices may increase once annually, effective December 1 of each contract year, in an amount which **is the lesser of** the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) over the last 12 months, based on the percentage increase, if any, reported for October of that calendar year, or three percent (3%). In the event there is no increase in CPI-U, item price shall remain the same as the current year.

**FR Requirements: County agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees in their applicable work environment(s). COUNTY ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH COUNTY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. County acknowledges that compliance with any and all OSHA rules or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of County. Contractor will launder and maintain the FRC consistent with industrial laundry standards for the care and maintenance of FRC.

***Uniform Programs Consist of the following: Uniform Advantage \$0.06 per week per garment, Emblem Advantage \$0.05 per week per garment, Premium Uniform Advantage \$0.12 per week per garment, Prep Advantage \$0.04 per week per garment.

Exhibit B
Campaign Contribution Disclosure Form
AGR26-842

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; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; 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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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)