



## 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 **New Mexico Fire Protection, LLC**, a New Mexico limited liability company ("Contractor"), collectively ("the Parties"), to be effective for all purposes May 28, 2024 ("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. 24-41 ("RFP") on October 30, 2023, requesting proposals for Fire System Inspections, Maintenance and Repair, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated November 9, 2023 ("Contractor's Response"); and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was one of two (2) successful Offerors for the services listed in the RFP; and

**WHEREAS**, the County Council as part of a multiple-source award, approved this Agreement AGR24-41a and AGR24-41b, at a public meeting held on May 28, 2024; 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:

1. Contractor shall furnish all services described herein including, but not limited to, skilled labor, materials, equipment, insurance, permits to provide quarterly, bi-annual and annual testing, inspection, and certification of all County-owned fire suppression and monitoring/alarm systems at the County facilities listed in Exhibit A, attached hereto and made a part hereof for all purposes. Work shall be performed in accordance with current and applicable National Fire Protection Association® ("NFPA") guidelines in effect throughout the duration of this agreement ("Services"). All services will be requested by County before they are to be scheduled. County will at its sole discretion determine which contractor shall perform quarterly, semi-annually or annual inspections, assigned by a building inventory list, needed repairs and identify the requested services through the issuance of purchase orders on an annual basis for inspections and on an as needed basis for repairs.
2. Contractor Requirements
  - a. Contractor at Contractor's expense shall obtain all required permits and licenses as necessary for performing fire alarm testing and inspection services.

- b. At least one of Contractor's employees shall hold a National Institute for Certification in Engineering Technologies® ("NICET") III certificate in fire alarm design, and Contractor shall have a current certificate of fitness provided by the State of New Mexico Fire Marshall. Contractor shall provide certification documentation prior to commencing the Services.
- c. Documentation of Licensed Staff. At least one of Contractor's employees performing the Services shall be properly licensed and able to supervise the work of any unlicensed employees or workers of Contractor. Upon execution of this Agreement, Contractor shall provide a list of all staff and copies of their licenses and shall provide updated lists within ten (10) calendar days if there is a change to staff or staff licenses and certifications.
- d. At least one of Contractor's employees performing the Services shall carry certification in Backflow Prevention Assembly Tester ("BPAT"). Contractor shall provide such certification documentation prior to commencing the Services.

### 3. Inspections.

- a. Fire inspections shall be performed in accordance with the most current edition of NFPA Codes for testing and maintenance of fire alarm systems at the facilities listed herein.
- b. Inspection reports shall be submitted to the County as requested on the suggested form found on the NFPA Codes website or a form that otherwise meets or exceeds those found on the NFPA website.
- c. Contractor shall coordinate with County's Facilities Manager, prior to scheduling any maintenance, testing or repairs that need to be performed. All testing, maintenance, and repairs shall be performed during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.), unless it is found to be disruptive to employees or interfere with operations, at which time it will be scheduled after business hours accordingly.

### 4. Inspection and Testing

- a. Contractor shall perform a complete initial inspection and test in accordance with NFPA Code requirements for functional testing at the facilities listed in Exhibit A. Contractor must verify the existence of the systems shown. Deviations from the list shall not entitle Contractor to additional compensation.
- b. Systems shall be tested as per the applicable fire code(s) in effect for the duration of this Agreement.
- c. Maintenance, inspection and testing records shall be completed and submitted to Facilities Manager or designated County representative within fourteen (14) days from date of the completed inspection.
- d. Contractor shall replace any parts to the fire alarm systems or associated equipment that are damaged by Contractor's actions or omissions during normal testing, at no additional cost to County, and include a description of damaged parts and replacement in the testing record.
- e. Contractor must immediately notify Facilities Manager of any safety hazards found during inspection or testing that may severely affect any occupants in the building.

### 5. Service Calls and Repairs.

Contractor shall provide specialized on-call services and trouble-shooting during the duration of this Agreement as follows:

- a. Non-critical service calls shall be answered within forty-eight (48) hours by a qualified technician. Any repairs are to be completed within two (2) weeks from receipt of service call, pending the delivery of parts, including but not limited to re-filling of extinguishers. If the nature of the repairs cannot be completed within two (2) weeks, Contractor shall notify County, perform any necessary mitigation measures, and ensure meaningful work

- towards the completion of the repairs is performed within two (2) weeks. Contractor shall diligently pursue the repairs to be completed as soon as commercially reasonable.
- b. Critical service calls (issues having imminent potential for causing or allowing harm to humans or property loss or damage exceeding \$500) are to be answered by a qualified technician within four (4) hours of receipt of the service call and an inspection and solution plan must be completed by the next working day. Necessary parts should be available on site within seventy-two (72) hours. If the nature of the repairs cannot be completed within seventy-two (72) hours, Contractor shall notify County, perform any necessary mitigation measures, and ensure meaningful work towards the completion of the repairs is performed within seventy-two (72) hours. Contractor shall diligently pursue the repairs to be completed as soon as reasonable to protect the safety, health and welfare of the public.
  - c. If Contractor's technician representative cannot identify the problem within four (4) hours, the issue shall be escalated to the next higher level of the Contractor's management.
  - d. All repairs shall be tested in accordance with current NFPA requirements.
  - e. Contractor shall provide written certification that repairs are complete, to include
    - (1) Suspected cause(s) of the malfunction(s), and actions taken to prevent reoccurrence.
    - (2) A list of parts used to make the repair.
    - (3) Hours expended making the repair.
  - f. Cost of parts to be determined at the time repairs are identified. Nothing herein requires that County purchase the parts provided by Contractor and the County may, at its own election, choose to provide Contractor with County purchased parts necessary, or equivalent, to perform the repairs. Materials, parts, and County approved leased or rented equipment, shall be itemized on Contractor's invoice and billed at actual cost with a copy of the invoice from vendor. County hereby accepts and agrees that should County purchase parts that are not sold to County by Contractor, and Contractor uses such parts, Contractor does not warranty said parts nor shall Contractor have any liability should said parts fail during or after Contractor's installation.
  - g. If any work is to be sub-contracted, Contractor shall provide County with subcontractor's names and certifications.
6. Additional Services. Contractor shall also provide, in addition to the above, the following:
- a. Annual testing and inspections on fire riser back flow preventers.
  - b. Semi-Annual Fire Alarm Inspection per NFPA 72 to include:
    - (1) Functional testing of fire alarm panels and 100% of all alarm initiating devices.
    - (2) Test all audible visual devices such as horn strobes that sound and blink.
    - (3) Test all auxiliary functions including HVAC Fan Shutdowns.
    - (4) A detailed system description, disarm/rearm procedures and a list of any defects will be forwarded to Facilities Manager.
  - c. Quarterly Wet Sprinkler Inspection per NFPA 25 to include:
    - (1) Verify transmission of alarm signals to the fire alarm system.
    - (2) Any items needing further attention shall be brought to County's attention as soon as commercially reasonable upon Contractor's discovery of the issue.
    - (3) Notify County facility personnel at Contractor's arrival and departure for all testing.
    - (4) Inspection reports sent to County and maintained in Contractor's records.
    - (5) List all deficiencies and follow up with a proposal to correct within three (3) days of test/inspection.
  - d. Semi-Annual Kitchen Hood Suppression Inspection per NFPA 96 to include:
    - (1) Schedule and notify the Facilities Manager and kitchen personnel of testing/inspection.

- (2) Operate system and check function of fuel shut-off, electrical shut-off, and ventilation.
- (3) Verify Underwriters Laboratories ("UL") standard 300 compliance.
- (4) Replace system links, such as the sprinkler trip link mostly found in older systems.
- (5) Inspection reports sent to the Facilities Manager and the County's Facilities Manager and maintained in Contractor's records.
- (6) List all deficiencies and follow up with a proposal to correct within three (3) days of test/inspection.

**SECTION B. TERM:** The term of this Agreement shall commence May 28, 2024, and shall continue through May 27, 2031, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

- 1. Amount of Compensation for Inspections:** County shall pay compensation for performance of these Services in an amount not to exceed **FOUR HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$440,000.00)**, excluding applicable NMGR. Compensation shall be paid in accordance with the rate schedule set out in Exhibit B, attached hereto and made a part hereof for all purposes.
- 2. Amount of Compensation for Service Calls and Repairs.** Should these Services be required by County, compensation for performance of the Services shall not exceed **FOUR HUNDRED EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$485,000.00)**, excluding applicable NMGR and including reimbursable expenses. Compensation shall be paid in accordance with the rate schedule set out in Exhibit B.
- 3. Total Amount of Compensation.** Total amount paid pursuant to this Agreement for all Services and all reimbursables shall not exceed **NINE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$925,000.00)** which amount does not include applicable NMGR. Compensation shall be paid in accordance with the rate schedule set out in Exhibit B.
- 4. Monthly Invoices.** Contractor shall submit itemized monthly, or per the completion of the Services, 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 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 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, Automobile Liability Insurance, and Professional 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.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate. Professional Liability

Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

**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 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 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. Contractor's obligation to indemnify, defend or hold harmless the County, shall not extend to any acts or omissions caused by the negligence or willful misconduct of County.

**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, but not limited to, 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 has submitted a plan to the County to obtain training and certifications. Contractor shall adhere to said training and certification plan to obtain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement.

**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), verified delivery of electronic mail, or three (3) days after deposit in the United States Mail:

County:

Facilities Manager  
Incorporated County of Los Alamos  
101 Camino Entrada, Building 1  
Los Alamos, New Mexico 87544

Contractor:

Terri L. Spiak, Controller  
New Mexico Fire Protection, LLC  
Post Office Box 6808  
Albuquerque, New Mexico 87197-6808

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 other 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 was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

**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. 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:** \_\_\_\_\_  
**ANNE W. LAURENT** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**NEW MEXICO FIRE PROTECTION, LLC, A NEW**  
**MEXICO LIMITED LIABILITY COMPANY**

**BY:** \_\_\_\_\_  
**TERRI L. SPIAK** **DATE**  
**CONTROLLER**

**Exhibit A**  
**County Facilities**  
**AGR24-41a**

**List # 1 - Fire Alarm Inspection, Testing, Repair, and Maintenance Services**

Facility Name	Sprinkler	Riser	# of Risers	Auto Door Closer	Emergency Lights	Exit Lights	Hood Suppr.	Fire Panel/Auto Dialer	Heat Det.	Smoke Det.	Data Room	# Data Rooms	Fire Pump
Airport					Y	Y							
Aquatic Center	Y	Y	1		Y	Y		Y	Y	Y			
ECO Station Admin.	Y	Y	1		Y	Y							
ECO Transfer Station	Y	Y	1		Y	Y							
Fire Station 3	Y	Y	1		Y	Y	Y	Y	Y		Y	1	
Municipal Building	Y	Y	1		Y	Y		Y		Y	Y	1	
PCS #1	Y	Y	1		Y	Y		Y	Y	Y	Y	3	
PCS #2	Y	Y	1		Y	Y		Y		Y			
PCS #3	Y	Y	2		Y	Y		Y		Y	Y	2	
PCS #4	Y	Y	1		Y	Y		Y	Y	Y	Y	2	
PCS #5	Y	Y	1		Y	Y		Y		Y	Y	2	
PCS #6	Y	Y	1		Y	Y		Y		Y			
WR - Activity Center					Y	Y							
WR- Library	Y	Y	1		Y	Y		Y		Y			
WR -Senior Center					Y	Y	Y	Y					
WR - Senior Center Kitchen	Y	Y	1		Y	Y		Y	Y				
WR-Town Hall					Y	Y							
WR - Visitor Ctr.	Y	Y	1		Y	Y		Y		Y			
WR - Youth AC					Y	Y							
Wastewater Treatment Plant - WR								Y		Y			

## List # 2 - Fire Alarm Inspection, Testing, Repair, and Maintenance Services

Facility Name	Sprinkler	Riser	# of Risers	Auto Door Closer	Emergency Lights	Exit Lights	Hood Suppr.	Fire Panel/Auto Dialer	Heat Det.	Smoke Det.	Data Room	# Data Rooms	Fire Pump
Animal Shelter	Y	Y	1		Y	Y							
Betty Ehart Senior Ctr.	Y	Y	1		Y	Y	Y	Y	Y	Y			
Community Building	Y	Y	1		Y	Y		Y		Y			
Fire Station 2					Y	Y							
Fire Station 4	Y	Y	2		Y	Y	Y	Y		Y			
Fire Station 6	Y	Y	1		Y	Y		Y	Y	Y			
Fuller Lodge (Fire Pump)	Y	Y	1		Y	Y		Y	Y				Y
Golf Course Club House	Y	Y	1		Y	Y	Y	Y	Y	Y			
Golf Course Maint.					Y	Y		Y					
Historical Museum					Y	Y		Y		Y			
Ice Rink – Main					Y	Y							
Ice Rink – Old Zam													
Ice Rink – New Zam													
Justice Center	Y	Y	1		Y	Y		Y	Y	Y	Y	2	Y
Little Theatre					Y	Y		Y	Y	Y			
Mesa Library	Y	Y	1	Y	Y	Y		Y	Y	Y			
Nature Ctr.	Y	Y	1		Y	Y		Y		Y			
Red Cross					Y	Y							
Wastewater Treatment Plant – Los Alamos	Y	Y	1		Y	Y		Y		Y			

These are the known locations of fire equipment, but it is Contractor's responsibility to ensure that each facility's equipment, whether listed or not, is tested and inspected.

County reserves the sole option to add or remove equipment to/from this list during the Term of this Agreement. County shall provide Contractor an updated list of equipment within ten (10) business days of any additions or subtractions.

When Contractor finds new or additional items to be inspected, Contractor shall notify the County immediately. When Contractor, based on knowledge experience, training, and certification believes additional fire items are needed then Contractor shall notify County in writing.

**Exhibit B**  
**Compensation Rate Schedule**  
**AGR24-41a**

**BUILDING LIST NO. 1**

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Quarterly Inspections (X4)	\$9,000.00	\$9,270.00	\$9,548.10	\$9,834.54	\$10,129.58	\$10,433.47	\$10,746.47
Semi-Annual Inspections (X2)	\$10,000.00	\$10,300.00	\$10,609.00	\$10,927.27	\$11,255.09	\$11,592.74	\$11,940.52
Annual Inspections	\$7,251.00	\$7,468.53	\$7,692.59	\$7,923.36	\$8,161.06	\$8,405.90	\$8,658.07
<b>TOTALS</b>	\$26,251.00	\$27,038.53	\$27,849.69	\$28,685.17	\$29,545.73	\$30,432.11	\$31,345.06

**BUILDING LIST NO. 2**

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Quarterly Inspections (X4)	\$8,400.00	\$8,652.00	\$8,911.56	\$9,178.91	\$9,454.27	\$9,737.90	\$10,030.04
Semi-Annual Inspections (X2)	\$14,000.00	\$14,420.00	\$14,852.60	\$15,298.18	\$15,757.12	\$16,229.84	\$16,716.73
Annual Inspections	\$8,566.00	\$8,822.98	\$9,087.67	\$9,360.30	\$9,641.11	\$9,930.34	\$10,228.25
<b>TOTALS</b>	\$30,966.00	\$31,894.98	\$32,851.83	\$33,837.39	\$34,852.50	\$35,898.08	\$36,975.02

**ADDITIONAL AND/OR OPTIONAL SERVICES**

Cost Category (Insert more lines if necessary)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Service Calls during normal business hours per person/per hour	\$105.00	\$110.00	\$115.00	\$120.00	\$125.00	\$130.00	\$135.00
Service calls after hours per person/per hour	\$157.50	\$165.00	\$172.50	\$180.00	\$187.50	\$195.00	\$202.50
Fire Extinguisher Refills per each	\$20.00	\$25.00	\$30.00	\$35.00	40.00	\$45.00	\$50.00
Service Call Trip labor (per man hour, per technician)	\$65.00	\$66.95	\$68.95	\$71.02	\$73.15	\$75.35	\$77.60

**\*Travel Guidelines**

Contractor's travel expenses shall be charged at actual cost. Copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service or minimum of 45 cents per mile (\$0.45/mile);
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem, daily;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

**Exhibit C**  
**Confidential Information Disclosure Statement**  
**AGR24-41a**

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:** Terri L. Spiak  
New Mexico Fire Protection, LLC  
7406 Santa Fe Trail, NW  
Albuquerque, New Mexico 87120  
Email: [tspiak@nm-fp.com](mailto:tspiak@nm-fp.com)

**County:** Incorporated County of Los Alamos  
101 Camino Entrada, Building 1  
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.