



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 **Cummins Inc.**, an Indiana corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes June 11, 2025 ("Effective Date").

WHEREAS, Section 31-3(b)(4) of Code of Ordinances allows procurement of goods, services, or construction items under existing contracts and that are with a person that has a current contract issued under a cooperative purchasing agreement with another public entity thereof.

WHEREAS, Contractor is a party to Contract No. 092222-CMM with Sourcewell ("Price Agreement"); Sourcewell is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law Minn. Stat. § 123A.21, authorized to establish competitively awarded cooperative purchasing contracts on behalf of participating agencies, which have competitively solicited a price agreement for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services which meets the same standard and specifications as the services needed by County, namely the Generator Preventative Maintenance and Repair services (the "Services"); and

WHEREAS, County is a Participating Entity ("PE") of Sourcewell, and as a PE, County has agreed to follow Sourcewell's cooperative procurement processes; and

WHEREAS, County requested a quote from Contractor as provided for in the Price Agreement, and Contractor provided a quote to County that complies with the pricing terms of the Price Agreement; and

WHEREAS, the County Council approved this Agreement at a public meeting held on June 10, 2025; 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. **Generally.** Contractor shall provide, in accordance with applicable safety and industry regulations and standards, inspection and maintenance services for the County's generators as shown in Exhibit A, and shall furnish all necessary skilled labor, materials, and equipment to provide services. Services shall include, but are not limited to the following:
 - a. **Annual Inspections and Maintenance.** Contractor shall provide routine annual preventive maintenance of all County generators, as listed in Exhibit A, during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) on a schedule to be determined by both Parties. County shall provide to Contractor an updated list of generators within

ten (10) business days of any additions or subtractions. Inspection services shall include but are not limited to the following:

- i. Battery and Battery Charger System
 1. Visually inspect battery terminal connections;
 2. Verify electrolyte level, vent caps of all cells in the starting battery system;
 3. Visually inspect wiring, connections and insulation;
 4. Record battery charging functions, battery information, and battery condition test; and
 5. Load test batteries.
- ii. Fuel System
 1. Record primary tank fuel level; and
 2. Inspect engine fuel system for leaks; and
 3. Visually inspect all engine fuel hoses, clamps, pipes, components, and fittings; and
 4. Visually inspect rupture/containment basin; and
 5. Inspect day tank and controls (if applicable); and
 6. Optional: fuel sample for laboratory analysis.
- iii. Engine Cooling System
 1. Record coolant level;
 2. Visually inspect for coolant leaks;
 3. Visually inspect radiator cap & filler neck condition;
 4. Visually inspect drive belts, observe alignment & deflection;
 5. Check coolant heater operations;
 6. Record jacket water temperature;
 7. Visually inspect fan, water pump, drives, and pulleys;
 8. Visually inspect all coolant hoses, clamps, and connections;
 9. Visually inspect radiator condition;
 10. Visually inspect louver for damage;
 11. Visually inspect fan hub and drive pulley for mechanical damage;
 12. Record freeze point of antifreeze protection;
 13. On Diesel engines, record Diesel Coolant Additive (DCA) level prior to changing coolant filter.
 14. Visually inspect radiator surfaces, coils, tanks, shrouds & barriers for condition & obstructions; and
 15. Visually inspect low temperature after cooler;
 16. Optional: coolant sampling for laboratory analysis.
- iv. Engine Lubrication System
 1. Visually inspect for engine oil leaks;
 2. Visually inspect engine oil lines and connections;
 3. Visually check filter condition;
 4. Visually inspect crankcase ventilation system; and
 5. Record oil level.
 6. Optional: Oil sample for laboratory analysis.
- v. Intake/Exhaust System
 1. Visually inspect air cleaner element & entire intake system;
 2. Visually inspect engine piping and connections;
 3. Record any air cleaner restrictions;
 4. Visually inspect engine exhaust system for leaks;
 5. Visually inspect rain cap; and
 6. Visually inspect louver operations.
 7. Optional - Air filter replacement
 8. Optional - Clean crankcase breather or replace filters.

- vi. Generator Controls, Connections, and Accessories
 - 1. Visually inspect all engine mounted wiring, senders & devices;
 - 2. Visually inspect all unit mounted control components & wiring;
 - 3. Verify all connection plugs are tightened and in a good condition;
 - 4. Visually inspect all accessory components and wiring;
 - 5. Visually inspect breaker, power connections, governor and voltage regulator; and
 - 6. Test all lights & indicators.
- vii. General Conditions
 - 1. Visually inspect governor linkage and oil level;
 - 2. Visually inspect guards;
 - 3. Visually inspect enclosure;
 - 4. Visually inspect engine and generator mounts; and
 - 5. Verify emergency stop operation.
- viii. Generator Operations
 - 1. Start & observe generator engine operation; and
 - 2. Verify engine & generator safeties for proper operation; and
 - 3. System transfer test, or no-load run test.
- ix. Transfer Switch
 - 1. Visually inspect all power and control wires;
 - 2. Visually inspect switch mechanism & enclosure;
 - 3. Visually inspect controls & time delay settings;
 - 4. Verify function of exercise clock;
 - 5. Verify remote start control operation; and
 - 6. Conduct transfer testing to verify switch setting & operations.
- x. Operational & Functional Review of Generator Critical Components
 - 1. Inspect engine cooling fan & fan drives for excessive wear or shaft wobble;
 - 2. Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear condition; and
 - 3. Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware.
- xi. Lubrication Oil & Filtration Service
 - 1. Change engine oil, governor oil, & oil bath air filter oil, if applicable;
 - 2. Change primary lubrication & bypass filters; and
 - 3. Change fuel and water filters; and
 - 4. Post lube service operation of genset (unloaded) at rated temperature.
 - 5. Optional: oil sample for laboratory analysis;
 - 6. If applicable, change coolant filters to adjust DCA concentration.

b. On-call Maintenance. Contractor shall provide on-call generator maintenance services, as requested by County, which may occur during normal business hours, after normal business hours, on weekends, or on holidays. Contractor shall respond within three (3) hours from the notification call for required service during normal business hours and four (4) hours from the notification call for required services during non-business hours.

c. Repair of Items Needing Service.

- i. Contractor shall report to the County Project Manager any items discovered during routine inspections, maintenance, or service calls, needing repair. Reports of items needing service shall be provided in writing to the County Project Manager within twenty-four (24) hours of discovery and shall include, at a minimum, the following information:
 - 1. repair needed;

2. system impacted;
 3. estimated amount of time to provide the repair;
 4. cost of the repair, which shall be charged at the rates found in the Sourcewell Contract No. 092222-CMM;
 5. parts and supplies required and their estimated cost, which shall be paid at invoice cost from the vendor or supplier plus applicable proposed hourly rates for administrative and invoice processing costs.
- ii. Contractor shall, upon County approval, and in a timeframe agreed upon by both Parties, perform maintenance to repair items reported to County.

d. Service Reports.

- i. Contractor shall furnish, at a minimum, a written Service Report to County upon completion of every service visit. The report shall include, at a minimum, time in and out, area of service, and service performed. A copy shall be maintained in Contractor's files through the term of the Agreement.
- ii. Contractor shall provide County access to an online reporting tool to generate ad hoc custom service reports.

- e. Documentation of Licensed Staff.** All work shall be performed properly by licensed staff. Upon execution of the Agreement, Contractor shall provide to the County Project Manager, 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.

SECTION B. TERM: The term of this Agreement shall commence June 11, 2025, and shall continue through June 10, 2030, 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 FIVE HUNDRED THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$500,000.00), 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 B, attached hereto and made a part hereof for all purposes.
2. **Invoices.** Contractor shall submit itemized invoices to 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.

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. 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, 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.

4. Property, Fire, and All Risk Insurance

- i. Contractor shall purchase and maintain until final payment, property insurance upon the Work at the site to the full insurable value thereof.
- ii. This insurance shall insure against the perils of “all-risk” insurance for physical loss and damage, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the “all-risk” insurance, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

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.

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, 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: 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:

Facilities Manager
Incorporated County of Los Alamos
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544
E-mail: jm.zerr@lacnm.us

Contractor:

PM Territory Manager, Victor S Reyes
Cummins, Inc.
1921 Broadway, NE
Albuquerque, New Mexico 87102

With a copy to:

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

E-mail: ~attorney@lacnm.us

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 C. 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.

SECTION AD. LIMITATION OF LIABILITY: To the maximum extent allowed by law, in no event shall Contractor, its officers, directors, employees, or agents be liable to County or any third party, whether in contract or in tort or under any other legal theory (including, without limitation, strict liability, or negligence) for any indirect, incidental, special, punitive, liquidated, or consequential damages of any kind (including without limitation downtime, loss of profit or revenue, lost rents, loss of data, loss of opportunity, damage to goodwill, enhanced damages, monetary requests relating to recall expenses and repairs to property, and/or damages related or otherwise attributable to delay), even if it has been advised of their possible existence. To the maximum extent allowed by law, in no event shall Contractors' liability to County or any third party claiming directly through County or on County's behalf under this Contract exceed ONE MILLION DOLLARS (\$1,000,000.00). Nothing in this Agreement excludes or limits liability for death or personal injury caused by a party's gross negligence or willful misconduct. By acceptance of this agreement, County acknowledges County's sole remedy against Contractor for any loss shall be the remedy provided herein.

County's Limitation of Liability: Any County liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA (1978). This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

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

CUMMINS INC., AN INDIANA CORPORATION

BY: _____
TRAVIS NEELY **DATE**
PEM SALES DIRECTOR

**Exhibit A
Equipment List
AGR25-914**

Location	Manufacturer/Prod Model	SERIAL NUMBER
Pajarito Cliff Sites (Basin)	ONAN/750DQFAA	D090239599
White Rock Fire Station #3	ONAN/350DFEG	H060959165
Airport	ONAN/100OYDC	A830647559
Police Department	ONAN/350DFCC	B060882061
Municipal Building	ONAN/350DFEG	F120352046
Mesa Public Library	CUMMINS/ 150DSHAA	C070039353
PAJARITO MOUNTAIN	GENERAC/AT02524ANANA	3004699559
White Rock Treatment Plant	Cummins	00915272
Waste Treatment Plant	Cummins	I060975730
Waste Treatment Plant	CAT	5CK01174
PW4 Well Site	CAT	N8W0017

Exhibit B
Compensation Rate Schedule
AGR25-914

Contractor shall perform Services as described in Section A of the Agreement at the following rates, excluding applicable gross receipts tax.

Annual service fees shall include all generators shown in Exhibit B. County reserves the sole option to add or remove generators to or from the list in Exhibit B during the term of the Agreement. County shall provide to Contractor an updated list of generators within ten (10) business days of any additions or subtractions.

Generator Location	Service Type	Year 1	Year 2	Year 3	Year 4	Year 5
Library	Full Service	\$1,738.72	\$1,738.72	\$1,738.72	\$1,738.72	\$1,738.72
Library	Load Bank Test - 2 Hour	\$1,405.68	\$1,405.68	\$1,405.68	\$1,405.68	\$1,405.68
Airport	Full Service	\$1,738.72	\$1,738.72	\$1,738.72	\$1,738.72	\$1,738.72
Airport	Load Bank Test - 2 Hour	\$1,405.68	\$1,405.68	\$1,405.68	\$1,405.68	\$1,405.68
Police Department	Full Service	\$1,926.03	\$1,926.03	\$1,926.03	\$1,926.03	\$1,926.03
Police Department	Load Bank Test - 2 Hour	\$1,591.29	\$1,591.29	\$1,591.29	\$1,591.29	\$1,591.29
Municipal Building	Full Service	\$1,909.89	\$1,909.89	\$1,909.89	\$1,909.89	\$1,909.89
Municipal Building	Load Bank Test - 2 Hour	\$1,575.15	\$1,575.15	\$1,575.15	\$1,575.15	\$1,575.15
Fire Station 3	Full Service	\$1,906.35	\$1,906.35	\$1,906.35	\$1,906.35	\$1,906.35
Fire Station 3	Load Bank Test - 2 Hour	\$1,571.61	\$1,571.61	\$1,571.61	\$1,571.61	\$1,571.61
Pajarito Cliffs Site (Basin)	Full Service	\$3,106.89	\$3,106.89	\$3,106.89	\$3,106.89	\$3,106.89
Pajarito Cliffs Site (Basin)	Load Bank Test - 2 Hour	\$2,136.50	\$2,136.50	\$2,136.50	\$2,136.50	\$2,136.50
Pajarito Mountain	Full Service	\$1,345.72	\$1,345.72	\$1,345.72	\$1,345.72	\$1,345.72
Pajarito Mountain	Load Bank Test - 2 Hour	\$1,577.66	\$1,577.66	\$1,577.66	\$1,577.66	\$1,577.66
White Rock Treatment Plant	Full Service	\$3,559.16	\$3,559.16	\$3,559.16	\$3,559.16	\$3,559.16
White Rock Treatment Plant	Load Bank Test - 2 Hour	\$4,138.84	\$4,138.84	\$4,138.84	\$4,138.84	\$4,138.84
Waste Treatment Plant (Los Alamos) - Cummins	Full Service	\$1,614.34	\$1,614.34	\$1,614.34	\$1,614.34	\$1,614.34
Waste Treatment Plant (Los Alamos) - Cummins	Load Bank Test - 2 Hour	\$1,312.37	\$1,312.37	\$1,312.37	\$1,312.37	\$1,312.37
Waste Treatment Plant (Los Alamos) - CAT	Full Service	\$2,315.05	\$2,315.05	\$2,315.05	\$2,315.05	\$2,315.05
Waste Treatment Plant (Los Alamos) - CAT	Load Bank Test - 2 Hour	\$1,665.42	\$1,665.42	\$1,665.42	\$1,665.42	\$1,665.42
PW4 Well Site	Full Service	\$3,764.88	\$3,764.88	\$3,764.88	\$3,764.88	\$3,764.88
Annual Total		\$43,305.95	\$43,305.95	\$43,305.95	\$43,305.95	\$43,305.95
Annual Inspections Not-to-Exceed Amount						\$216,529.75
On-Call Maintenance Total Not-to-Exceed						\$283,470.25
Total Not to Exceed Amount						\$500,000.00

Rates for Repair shall be billed at the below rates as specified in Sourcwell Contract No. 092222-CMM.

Field Service/ Start up	10% discount - off list price
Installation support	10% discount - off list price
Member specific Training	5% discount - off list price
Custom Enclosure and Fuel Tanks	10% discount - off list price
Field Technician Labor	5% discount - off list price
Maintenance Agreements	5% discount - off list price
Engineer to Order products and services (Switchgear, Networking, Turnkey Solutions)	5% discount - off list price

Exhibit C
Campaign Contribution Disclosure Form
AGR25-914

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)