



**INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and Trane US, Inc., a Delaware corporation ("Contractor"), to be effective for all purposes December 8, 2021.

**WHEREAS**, County seeks Heating, Ventilation and Air Conditioning (HVAC) Controls Service and Systems Central Monitoring for various County facilities, and intends to use said Services on a Task Order, not-to exceed basis for repair maintenance and annual overall monitoring and maintenance services; and

**WHEREAS**, the Department Deputy Director has justified, and the Chief Purchasing Officer has made a written determination that only the Trane brand will satisfy the County's needs; and

**WHEREAS**, it has been determined that only one source can supply the requirement, and the procurement is made under Sec. 31-104 and Sec. 31-144 of the Los Alamos County Code; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on December 7, 2021; and

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

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

**SECTION A. SERVICES:**

1. **Contractor** shall provide the following controls and repair maintenance services including, but not limited to, the County Facilities listed below:
  - a) Pajarito Cliffs Site, Buildings 1-6
  - b) Justice Center
  - c) Fire Station 3 (White Rock)
  - d) Fuller Lodge
  - e) Municipal Building
  - f) Aquatic Center
  - g) Community Building
  - h) Nature Center
  - i) White Rock Library and Youth Center
  - j) White Rock Civic and Senior Center
  - k) Los Alamos Historical Museum
  - l) Other facilities may be added during the duration of this Agreement as they are constructed. Specific requirements shall be identified and consistent with these provisions contained herein.

2. **Contractor** shall supply the following Building Automation Services:
- a) Building automation systems will be inspected on a quarterly basis, starting on December 15, 2021, and includes annual software upgrades and Trane's exclusive Central Monitoring plus On Demand Customer Support.
  - b) All "Covered Trane Control Equipment" will be serviced at all County sites, as described in Exhibit "C," attached hereto and made a part hereof for all purposes.
  - c) **Clarifications and Exclusions:**
    - i. County shall provide man lifts, if needed, for high bay areas.
    - ii. Contractor shall provide the services herein during Regular working hours, as identified in Exhibit "A." Emergency-type work may occur on weekends and holidays, as agreed upon by County.
    - iii. Revisions to software programs not produced by Trane are not included in the scope of this Agreement. Revisions to the Tracer software that add new features and capabilities are not included in the scope of this Agreement.
  - d) **The following items are to be included in the Building Automation Services:**
    - i. **ICS Controller Annual Maintenance Inspection CNT-110 (Applies to MP503/MP581/UC400/600 controllers)**
      - a) Notify County Representative when Contractor is on-site;
      - b) Review County's ICS Controller logs with County Representative for operational problems and trends;
      - c) Make a back-up copy of the controllers' program, if applicable;
      - d) Check for loose or damaged parts or wiring;
      - e) Check for any accumulation of dirt or moisture. Clean, if required;
      - f) Verify proper grounding;
      - g) Inspect interconnecting cables and electrical connections;
      - h) Verify power supply for proper voltage;
      - i) Check the operation of all binary and analog inputs and outputs, if applicable;
      - j) Verify proper communication link operation between the control panel and the external ICS devices, if applicable;
      - k) Calibrate control devices, if applicable;
      - l) Verify the correct time and date, if applicable;
      - m) Check modem operation, if applicable, to verify no errors or faults;
      - n) Clean the external surfaces of the panel enclosure;
      - o) Review operating procedures with County operating personnel; and
      - p) Provide a written report of completed work, and indicate any uncorrected deficiencies detected.
    - ii. **Summit BCU Maintenance Inspection CNT-145 (Applies to BMTX controllers)**
      - a) Notify County Representative when Contractor is on-site;
      - b) Review County BCU reports with the County Representative for operational problems and trends; and
      - c) Evaluate BCU Control Panel as follows:
        - 1. Verify secure connections on all internal wiring, LAN, and communication links;
        - 2. Check for loose or damaged parts or wiring;
        - 3. Check for any accumulation of dirt or moisture. Clean, if required;
        - 4. Remove excessive dust from heat sink surfaces;
        - 5. Verify proper system electrical grounding;

6. Verify proper output voltages on control panel power supplies;
7. Check LED Indications to verify proper operation of BCU transmit/receive activity on the ARCNET LAN;
8. Verify LAN communications, if applicable, between work stations and BCU'S;
9. Verify that cards are seated and secured;
10. Check UCM wiring trunks and check for possible Error Code Indications;
11. Check voltage level of BCU Supercap;
12. Verify the proper operation of critical control processes and points associated with each BCU and make adjustments, if necessary;
13. Check Volatile memory available to verify no errors or faults;
14. Check Non-volatile memory available to verify no errors or faults;
15. Check Processor idle time to verify no errors or faults;
16. Download/Dump the BCU System Diagnostic Array and Analyze for errors or faults being reported in the diagnostic program for the BCU ;
17. Run the BCU Mini-monitor for each BCU to check for and correct any error statements and/or codes;
18. Clean external surfaces of the panel enclosure;
19. Check modem operation, if applicable;
20. Via PC work station, view the event log and input/output points for any unusual status or override conditions;
21. Verify correct time and date;
22. Check and update holiday schedules, if applicable, and daylight savings time;
23. Review operating procedures with County operating personnel; and
24. Provide a written report of completed work, and indicate any uncorrected deficiencies detected.

**iii. Summit BCU Run Inspection CNT-146 (Applies to BMTX controllers)**

- a) Notify County Representative when Contractor is on-site;
- b) Review County reports with the County Representative for operational problems and trends; and
- c) Control Panel:
  1. Verify secure connections on all internal wiring, LAN, and communication links;
  2. Check for loose or damaged parts or wiring;
  3. Check for any accumulation of dirt or moisture. Clean, if required;
  4. Verify proper system electrical grounding;
  5. Verify proper output voltages on control panel power supplies;
  6. Verify proper BCU main logic board LED-operating sequences;
  7. Verify that cards are seated and secured;
  8. Verify LAN communications, if applicable, between work stations and other BCU'S;
  9. Verify correct time and date;
  10. Check and update holiday schedules, if applicable, and daylight savings time;
  11. Clean external surfaces of the panel enclosure;
  12. Check modem operation, if applicable, to verify no errors or faults;
  13. Via PC work station, view the event log and input/output points for any unusual status or override conditions;
  14. Review operating procedures with County operating personnel; and
  15. Provide a written report of completed work, and indicate any uncorrected deficiencies detected.

**iv. Summit/ES Workstations Maintenance Inspection CNT-165 (Applies to ES software interface)**

- a) Notify County Representative when Contractor is on-site;
- b) Review Tracer for critical follow-up and off-line status indications, i.e. system error encountered items;
- c) Review System Event Log with County, discuss and correct Tracer operational concerns;
- d) Perform or schedule Corrective Maintenance procedures, as appropriate, to resolve situations noted in the preceding reviews; and
- e) Install appropriate Tracer Software refinement and problem correction revisions as per this Agreement.

**v. Summit/ES Workstation: (Applies to ES software interface)**

- a) Check monitor for clarity, focus and color, and correct if necessary;
- b) Clean Read/Write heads of removable disk drives;
- c) Cycle power, listen for and correct any unusual motor bearing noises;
- d) Verify proper system restart, check system date, time and hardware status;
- e) Clean exterior surfaces; and
- f) Save/Copy/Backup Tracer Workstation Database, including custom graphics, expanded messages and CPL routines.

**vi. TCM Central Monitoring to include the following:**

- a) Timely detection and automatic notification of critical building system alarms twenty-four (24) hours per day;
- b) County notification procedure by email and text message to assure that County Facilities Manager or designee is notified.
- c) Diagnostics, notification, intelligent mobilization, daily/weekly/monthly/quarterly alarms; and
- d) Unlimited email or phone support for Trane control system from Contractor's remote monitoring center.

**vii. "Covered Equipment" located at the Historical Museum:**

The Tracer SC "covered equipment," Model Number PM014, located at County Historical Museum shall be inspected three (3) times a year and serviced one (1) time a year.

**3. Deliverables**

- a) Scheduled maintenance of the above items on the agreed schedule, as defined in Section A(2)(a)
- b) Successful repair to units located at the above locations as required.

**4. Task Order Process**

Written Task Orders ("Task Order") will be used for unanticipated repairs to the building automation systems, not covered by quarterly maintenance. County Representative shall request the Services of Contractor for individual or multiple projects ("Project(s)") through the issuance of Task Orders which specifies the work requested by the County. The Task Order shall identify the work and Services to be performed by Contractor and a Project timeline for completion of the work and Services. The Contractor shall provide, within ten (10) business days and in writing, a notice of acceptance of the work and any conditions or terms Contractor

believes it is unable or unwilling to accept. The task order will be adjusted only upon the written agreement of the County after a finding that a change to the task order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the task order. In no event will the total of the maximum amount for all approved task orders exceed the maximum amount of compensation set forth unless modified by County. Modifications to the maximum amount for the task shall be agreed upon prior to continuing. Contractor is authorized to begin work on any particular phase/task only upon receipt of written approval by County. The task order may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed by Contractor. If the Contractor is unable to provide, in the determination of the County Project Manager, the full scope of the proposed Task Order work, the County Project Manager may alter, change, modify or cancel the Task Order request.

**SECTION B. TERM:** The term of this Agreement shall commence December 8, 2021 and shall continue through November 16, 2028, 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 SEVEN HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED TWENTY-SIX DOLLARS (\$748,926.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. Quarterly Invoices.** Contractor shall submit quarterly invoices to County's Facilities Manager identifying Agreement and Task Order number, Services performed, individuals performing Services, corresponding rates pursuant to Exhibit "A," any parts and supplies used in the repairs, amount of compensation due, amount of any New Mexico gross receipt tax ("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 agent or 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 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; TWO MILLION DOLLARS (\$2,000,000.00) 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; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **PROFESSIONAL LIABILITY INSURANCE,** with a limit of not less than \$1,000,000 each Claim, with a \$1,000,000 annual aggregate, and sufficient to provide coverage for a three (3) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

**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. APPLICABLE LAW:** 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. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

**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. INDEMNITY:** Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

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

**SECTION O. NON-ASSIGNMENT:** Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

**SECTION P. 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 Q. 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 R. TERMINATION:**

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

County:

Facilities Manager  
Incorporated County of Los Alamos  
101 Camino Entrada, Bldg 1, Rm 106  
Los Alamos, New Mexico 87544

Contractor:

Mark Fafard, Account Executive  
Trane Technologies  
5501 San Diego NE  
Albuquerque, New Mexico 87113

**SECTION T. 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 County and Contractor.

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

**SECTION V. 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 enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

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

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

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

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**BY:** \_\_\_\_\_  
**STEVEN LYNNE** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

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

**TRANE US, INC., A DELAWARE CORPORATION**

**BY:** \_\_\_\_\_  
**SCOTT SMILLIE** **DATE**  
**SR. CONTRACT MANAGER**

**Exhibit "A"**  
**Compensation Rate Schedule**  
**AGR22-917**

1. Repair Services as identified pursuant to County’s issuance of Task Orders, as needed:

a. **The following are the per hour billable service rates by Contractor for year one (1) of the Agreement:**

<b>Services Agreement Hourly Rates Per Hour</b>	<b>Regular</b>	<b>Overtime</b>	<b>Double Time</b>
Building Automation Controls Services	\$160.00	\$240.00	\$320.00

These hourly rates shall be adjusted for subsequent years of the Agreement a rate equal to the U.S. Bureau of Labor Statistics Consumer Price Index (“CPI”) for “Services” in the West Region, for the 12-month period ending December 31 of the previous year.

The West Region CPI may be obtained at the following web address:

[https://www.bls.gov/regions/west/news-release/consumerpriceindex\\_west.htm](https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm)

b. **Hourly Rates Per Hour is defined as follows:**

(1) “Regular” hourly work is defined as between 8:00 am to 5:00 pm, Monday through Friday.

(2) “Overtime” is defined as the following hours:

- (a) 12:00 am Monday thru 8:00 am Monday
- (b) 5:00 pm Monday through 8:00 am Tuesday
- (c) 5:00 pm Tuesday through 8:00 am Wednesday
- (d) 5:00 pm Wednesday through 8:00 am Thursday
- (e) 5:00 pm Thursday through 8:00 am Friday
- (f) 5:00 pm Friday through 11:59 pm Saturday.

(3) “Double time” is defined as Sunday and recognized federal holidays from 12:00 am to 11:59 pm.

c. All parts for Repair and Maintenance Services shall be billed on an as-needed basis at, and supported by, actual invoice price without markup.

d. Repair & Maintenance Services shall not exceed ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00) over the Term of the Agreement.

2. Building Automation Services:

a. The following are the agreed upon annual fee amounts for the Building Automation Services listed in Section A of the Agreement.

<b>For Years</b>	<b>Period</b>	<b>No. of Quarters</b>	<b>Amount per Quarter</b>	<b>Total Annual Amount</b>
1	December 8, 2021- December 7, 2022	4	\$18,697.05	\$74,788.18
2	December 8, 2022- December 7, 2023	4	\$19,631.90	\$78,527.59
3	December 8, 2023- December 7, 2024	4	\$20,613.49	\$82,453.97

4	December 8, 2024- December 7, 2025	4	\$21,644.17	\$86,576.67
5	December 8, 2025- December 7, 2026	4	\$22,726.38	\$90,905.50
6	December 8, 2026- December 7, 2027	4	\$23,862.69	\$95,540.78
7	December 8, 2027- December 7, 2028	4	\$25,055.83	\$100,223.31
	<b>Building Automation Services Total Not To Exceed Amount</b>			<b>\$608,926.00*</b>

\*Total is for Building Automation Services and does not include Repair and Maintenance Services to be incurred only at the need and written authorization of County.

**Exhibit "B"**  
**Campaign Contribution Disclosure Form**  
**AGR22-917**

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: Denise Derkacs; David Izraelevitz; David Reagor; James Robinson; Randal Ryti; Sara Scott; and Sean Williams.)

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>		Governor _____	
<b>Contribution(s) Date(s)</b>	<b>Contribution Amount(s):</b>	<b>Nature of Contribution(s):</b>	<b>Purpose of Contribution(s):</b>
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

—OR—

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**EXHIBIT "C"**  
**Covered Trane Control Equipment**  
**AGR22-917**

<b>BUILDING NAME</b>	<b>EQUIPMENT TYPE/MODEL NUMBER</b>	<b>QTY</b>	<b>PHYSICAL REVIEW PER YEAR</b>	<b>ELECTRONIC REVIEW PER YEAR</b>
PCS BLDG 1	BMTX	1	1	3
	MP503	9	0	4
	MP581	1	1	3
PCS BLDG 2	ILON	1	0	4
	MP503	1	0	4
	MP581	1	1	3
PCS BLDG 3	ILON	1	0	4
	MP503	7	0	4
	MP581	1	1	3
PCS BLDG 5	BMTX	1	1	3
	MP503	8	0	4
	MP581	1	1	3
PCS BLDG 6	ILON	1	0	4
	MP581	1	1	3
JUDICIAL COMPLEX	BMTX	1	1	3
	MP503	10	0	4
	MP581	3	1	3
FULLER LODGE	SC	1	1	3
	UC400	47	1	3
	UC600	1	3	3
MUNICIPAL BLDG	BMTX	1	1	3
	MP503	10	0	4
	MP581	1	1	3
WHITE ROCK FIRE	BMTX	1	1	3
	MP581	1	1	3
	MP503	10	0	4
AQUATIC CENTER	SC	1	1	3
	UC600	6	1	3
COMMUNITY BLDG	SC	1	1	3
	UC400	3	3	3
	UC600	1	3	3
NATURE CENTER	SC	1	1	3
	UC400	1	1	3
WR LIBRARY & YAC	SC	1	1	3
	UC400	1	1	4
	UC600	1	1	4
WR CIVIC & SENIOR	SC	4	1	3
	UC400	4	1	4
	UC600	4	1	4
MUSEUM	PM014	1	1	3