



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 **Loftin Equipment Company**, an Arizona corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes April 1, 2026 ("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 equipment and Services and County issued Request for Proposals No. 26-36 ("RFP") on September 16, 2025, requesting proposals for a Mobile 560kW Generator and Maintenance Services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated October 16, 2025 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the equipment and services listed in the RFP; and

WHEREAS, the Board of Public Utilities approved this Agreement at a public meeting held on March 18th, 2026; and

WHEREAS, the County Council approved this Agreement at a public meeting held on March 31st, 2026; and

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

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

SECTION A. SERVICES:

1. Equipment. Contractor shall provide County with a Model HRVW 685 T4F HiPower Outdoor Diesel Generator Set Rated 550 kW Prime Rating as described below ("Generator"):

- a. Voltage Change-Over 120/208 and 277/480V 3-phase power supply
- b. Kilowatts - Prime 550 kWel
- c. Kilowatts - Standby 605 kWel
- d. Engine Make VOLVO PENTA
- e. Engine Type TWD 1673 GE
- f. Engine Speed 1800 rpm
- g. Intake air temperature 45 °C
- h. Frequency 60 Hz
- i. Weight, Enclosed 18,700 lbs.
- j. Dimensions, Enclosed 200" X 81" X 112"

- k. Temp Rise 105/40 °C National Electrical Manufacturers Association (NEMA) Standard MG1 standard operating ambient temperature
 - l. Compliant with Environmental Protection Agency ("EPA") finalized Tier 4 emission standards for nonroad diesel engines. Radiator Design Temperature 45°C
 - m. Prime Rated, STAMFORD HCI 534 E, Brushless, PMG Excited, Four Pole Rotating Field, Class H Insulation (105 °C Temp. Rise), IP23. Single Bearing. 2/3 Pitch Winding.
 - n. MX341 Automatic Voltage Regulator
 - o. Cooling: Radiator with belt driven pusher fan.
 - p. Air Filter: Heavy-duty replaceable element air-cleaner
 - q. COMAP INTELIGEN Digital controller with auto and manual start as well as parallel capability. Includes push button reset; LCD Display that offers AC metering, protective relaying and engine and generator control and monitoring. Engine and generator controls, diagnostics, and operating information are accessible via the control panel keypads;
 - r. Low Coolant Switch;
 - s. 10A/24V Battery & Charger
 - t. Standard HDR625/685 19 hr Fuel Tank – 600 Gallons
 - u. DEF Tank Capacity – 42.3 Gallons
 - v. Standard Enclosure 72 dBA @ 23 ft.
 - w. Base skid epoxy-polyester powder painted - Standard RAL9005 color
 - x. Enclosure epoxy-polyester powder painted - Standard RAL7035 color
 - y. Manufacture's standard acceptance testing and report, performed under HIPOWER quality specification
 - z. Standard delivery acceptance testing by Contractor also performed under HIPOWER quality specification, after delivery to County
 - aa. Tandem axle Gooseneck trailer with electric brakes
 - bb. 1 Set of 4/0 DLO Cable with Cam Locks – 25'
 - cc. Delivery and Start-Up included
2. **Warranty.** Contractor shall provide a two (2) year warranty for the Generator. Any warranty offered by the manufacturer of Generator components shall be honored and supported by the Contractor.
3. **Maintenance.** Contractor shall provide, in accordance with applicable safety and industry regulations and standards, routine inspection and maintenance Services for the County's generator ("Services"), 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 Inspection and Maintenance.** Contractor shall provide routine inspections and annual preventive maintenance of the Generator during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) on a schedule to be determined by the Parties. Inspection and maintenance Services shall include but are not limited to the following:
 - i. Oil and Lubrication Filters shall be changed
 - ii. Fuel Filters shall be changed
 - iii. Inspection of Air Filter and replacement as needed
 - b. **Quarterly Inspections and Maintenance.** Contractor shall provide routine inspections and quarterly preventive maintenance of the Generator, during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) on a schedule to be

determined by the Parties. Inspection and maintenance Services shall include but are not limited to the following:

- i. Inspection of cooling system fan, fan blades, remote cooling fan motor.
 - ii. Inspection of all cooling system hoses and adjustment of hose clamps, if necessary.
 - iii. Inspection of engine belts, checking belt tension, and adjust if necessary.
 - iv. Inspection of the engine block heater for proper operation, temperature and flow.
 - v. Inspection and cleaning of generator controller and area, if required.
 - vi. Inspection of gauges for proper operation and adjustment, if needed.
 - vii. Inspection of shut down functions, including emergency stop for proper operation.
 - viii. Inspection of Automatic Transfer Switch for proper operation (with or without load).
 - ix. Check settings for Automatic Transfer Switch.
 - x. Verifying proper operation of Remote Annunciator panel.
 - xi. Check all bulbs in controller for proper operation.
 - xii. Generator set will be started and run, to verify proper operation of unit.
 - xiii. Inspection and adjustment of all gauges.
 - xiv. Inspection of anti-freeze/coolant level.
 - xv. Inspection of generator for oil, fuel, and coolant leaks.
 - xvi. Inspection of exhaust system and silencer for leaks, cracks, and deterioration.
 - xvii. Draining of moisture from exhaust piping.
 - xviii. Check batteries for water level, level of charge and corrosion on terminals.
 - xix. Check fuel system, including day tank or transfer tank (if equipped).
- c. 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, and on holidays. Contractor shall respond within eight (8) hours of the notification call for required Services during normal business hours and within ten (10) hours of the notification call for required Services during non-business hours.
- d. Repair of Items Needing Service.**
- i. Contractor shall report to the County Project Manager any items needing repair discovered during routine inspections, maintenance, or service calls. Reports of items needing Service shall be provided in writing to the County Project Manager within seventy-two (72) hours of discovery for a generator that is not down and within twenty-four (24) hours for a down generator and shall include, at a minimum, the following information:
 1. repair needed;
 2. system impacted;
 3. estimated amount of time to provide the repair; and
 4. parts and supplies required and estimated cost.
 - ii. Upon County approval, Contractor shall, in a timeframe agreed upon by the Parties, perform maintenance Services to repair items.
- e. 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 Services performed ("Service Report"). A copy shall be maintained in Contractor's files throughout the term of the Agreement.

- ii. Contractor shall provide County access to an online reporting tool to generate ad hoc custom Service Reports.
- f. **Documentation of Staff Education and Experience.** All Services shall be performed by Contractor's qualified technicians. Contractor shall provide the County Project Manager with a list of all Contractor's technicians performing service and shall provide a description of the technician's education, experience and any certifications attained, and shall provide updated lists within ten (10) calendar days if there is a change to Contractor's staff.

SECTION B. TERM: The term of this Agreement shall commence April 1, 2026, and shall continue through March 31, 2033, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation in an amount not to exceed FOUR HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED THREE AND NO/100 DOLLARS (\$436,603.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate-schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
 - a. **Mobile Generator:** County shall pay a one-time Equipment fee in the amount of THREE HUNDRED ELEVEN THOUSAND SIXTEEN AND NO/100 DOLLARS (\$311,016.00). To be invoiced upon delivery, start-up and acceptance of the generator by the County.
 - b. **Delivery:** County shall pay a one-time delivery fee in the amount of FIVE THOUSAND EIGHT HUNDRED FIFTY-ONE AND NO/100 DOLLARS (\$5,851.00). To be invoiced upon delivery, start-up and acceptance of the generator.
 - c. **Scheduled Maintenance Fees:** County shall pay compensation for scheduled maintenance Services in a total not-to-exceed amount of SIXTY-NINE THOUSAND SEVEN HUNDRED THIRTY-SIX AND NO/100 DOLLARS (\$69,736.00). Scheduled maintenance shall consist of quarterly visits and an additional annual Full-Service maintenance as described in Exhibit A. To be invoiced upon completion of maintenance services.
 - d. **On-Call Maintenance Fees:** County shall pay compensation for on-call maintenance Services in a total not-to-exceed amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). To be invoiced upon completion of maintenance services.
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 ensure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to ensure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

- 1. General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.

2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

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

Clay Moseley
Incorporated County of Los Alamos
101 Camino Entrada, Building 5
Los Alamos, New Mexico 87544
E-mail: clay.moseley@losalamosnm.gov

Contractor:

Rod Dode, Director of Contracts & Risk
Management
Loftin Equipment Company
1220 N. 52nd St., Phoenix, AZ 85008
E-mail: rdode@loftinequip.com

With a copy to:

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

SECTION W. INVALIDITY OF PRIOR AGREEMENTS AND ENTIRE AGREEMENT:

1. This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the Services described herein, and expresses the entire Agreement and understanding between the Parties with reference to said Services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.
2. Regarding the Services described herein, this Agreement shall supersede, now and in the future and without limitation, any terms or conditions on Contractor's website, terms and conditions referenced on Contractor's quote or invoice, or any other Contractor terms and conditions not expressly agreed to and properly authorized by the Parties in writing. For clarity, no "click-through," "click-and-accept," "web-wrap," or other similar agreements or terms whether before, on, or after the date of this Agreement, will be effective to add to or modify the terms of this Agreement, regardless of any Party's acceptance of those terms by electronic means.

SECTION X. NO IMPLIED WAIVERS: The failure of 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 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. 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. FEDERAL CLAUSES: Contractor shall abide by the following Federal Clauses as applicable.

1. Clean Air Act.

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

2. Federal Water Pollution Control Act.

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

3. Suspension and Debarment.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

4. Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. § 1352.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

5. APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **Loftin Equipment Company**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

6. Recovered Materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- 1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

- a. Are not used as a substantial or essential component of any system; and
- b. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification:

The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

8. Domestic Preference for Procurements.

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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: _____
PHILO S. SHELTON, III **DATE**
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

LOFTIN EQUIPMENT COMPANY, AN ARIZONA
CORPORATION

BY: _____
DATE

ROD DODE
DIRECTOR OF CONTRACTS & RISK MANAGEMENT

**Exhibit A
Compensation Rate Schedule
AGR26-36**

COST CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Equipment – 560kW Mobile Generator	*\$311,016.00	N/A	N/A	N/A	N/A	N/A	N/A
Delivery Fee Generator	\$5,851.00	N/A	N/A	N/A	N/A	N/A	N/A
Routine Inspection and Maintenance Services **	\$8,190	\$8,535	\$10,850	\$9,265	\$9,651	\$12,770	\$10,475
***On-Call Hourly Rate/Technician During Normal Business Hours	\$195.00	Contractor may increase price on January 1 st of each year, 3% or the Consumer Price Index for All Urban Consumers as of August 31 st of the prior year.					
***On-Call Hourly Rate/Technician Outside of Normal Business Hours, including Weekends & Holidays	\$292.50	Contractor may increase price on January 1 st of each year, 3% or the Consumer Price Index for All Urban Consumers as of August 31 st of the prior year.					

***Cost of Generator assumes tariff rate of \$7,856.42. If actual tariff rate is different at time of shipment, Contactor will advise County and County will approve the difference in writing.**

****Years 3 and 6 consist of additional Load Bank Testing during Routine Inspections**

*****Travel Guidelines:**

Contractor's travel may be charged at actual cost, provided 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 services or shuttle fees;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Services or a minimum of \$0.45 per mile;
5. Hotel or motel lodging, not to exceed \$250.00 base rate per night excluding tax;
6. Meals, per Los Alamos County Travel Policy, currently \$90.00 per diem daily for multi-day travel, or up to \$40.00 daily for one day travel;
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.