ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/19/15
FOR CITY COUNCIL MEETING OF 10/28/15

ISSUE:

11. Request for Approval of Procurement Under State Price Agreement – Replace Exercise Equipment at Mary Esther Gonzales, Pasatiempo and Luisa Senior Centers; The Fitness Superstore. (Ron Vialpando)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 22639.570500

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

DATE: October 1, 2015

TO: ROBERT RODARTE, PURCHASING DIRECTOR 10/5/15

VIA: ISAAC J. PINO, COMMUNITY SERVICES DEPARTMENT DIRECTOR

FROM: RON J. VIALPANDO, DIVISION OF SENIOR SERVICES DIRECTOR

SUBJECT: PROCUREMENT OF EXERCISE EQUIPT. – STATE GRANT AGREEMENT A14-1259
OVER $50,000 PURCHASE APPROVAL - THE FITNESS SUPERSTORE
STATE PRICE AGREEMENT NUMBER: 20-000-00-00008

BACKGROUND AND SUMMARY:

Please note, during the 2014 State Legislative Session the City of Santa Fe, Division of Senior Services submitted and was approved State funding to purchase and replace existing worn out exercise equipment. Grant Agreement A14-1259 in the amount of $77,380. is budgeted within 22639.570500.

Based on our 2014 State Legislative equipment request we identified program exercise equipment that are in dire need of replacement due to the age and condition. With the State funding noted above we have sufficient funding to replace exercise equipment at the Mary Esther Gonzales, Pasatiempo and Luisa senior centers. Therefore, we are formally requesting to purchase over the $50k threshold of exercise equipment from the following established vendor that may also be used by other City wide departments.

Vendor Name	Item	Agreement Number
The Fitness Superstore	Premium Commercial Cardio Package	20-000-00-00008
	Deluxe Commercial Cardio Package	20-000-00-00008
	Basic Commercial Cardio Package	20-000-00-00008

Please note, by City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City Policy, procurement from State Agreements or Cooperative Contracts over $50,000, require City Council approval (City Purchasing Manual Section 11.1)

RECOMMENDED ACTION:

Your approval is hereby requested to purchase our exercise equipment from the noted State Price Agreement to exceed over the $50k threshold.

c: Lugi Gonzales, Program Manager
Dan Mitchell, Special Projects Admin.

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: THE FITNESS SUPERSTORE

Procurement Title: Senior Center Exercise Equipment

Other Methods: State Price Agreement ☒ *Cooperative* ☐ *Sole Source* ☐ *Exempt* ☐ *Other* ☐

Department Requesting/Staff Member RON VIALPANDO SENIOR DERVICES DIRECTOR

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	State Price Agreement
☒	☐	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☐	☒	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☒	Other: _____

Ron J. Vialpando, Senior Services Division Director
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

10/5/15
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
☒	☐	State Price Agreement
☐	☒	Cooperative Agreement
☐	☒	Sole source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval of exempt procurement
☐	☒	Copies of all Sole Source submittals

*

☐ ☒ Other: _____

AWARD*

YES N/A

☒ ☐ Fully executed Memo to Committees from the Department with recommendation of award
☐ ☒ Other: _____

CONTRACT*

YES N/A

☒ ☐ Copy of Executed Contract
☒ ☐ Copy of all documentation presented to the Committees
☐ ☒ Finalized Council Committee Minutes
☐ ☒ Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Ron J. Vialpando
_____
Department Rep Printed Name and Title

_____
Department Rep Signature attesting that all information included

*

STATE OF NEW MEXICO

AGING AND LONG-TERM SERVICES DEPARTMENT

FUND 89200 CAPITAL APPROPRIATION PROJECT

GRANT AGREEMENT A14-1259

$77,380

SANTA FE SENIOR CENTERS EXERCISE EQUIPMENT

CITY OF SANTA FE

ITEM # 15-0864

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 11th day of September, 2015, by and between the Aging and Long-Term Services Department, P.O. Box 27118, New Mexico, 87502-7118, hereinafter called the "Department" or abbreviation such as "ALTSD", and the City of Santa Fe, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2014, Chapter 65, Section 10, Subsection 10A, Paragraph 160, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows and is further described in Exhibit 4, Project Description. Grantee agrees to expend the funds in accordance with the Project Description:

A14-1259 $77,380 APPROPRIATION REVERSION DATE: June 30, 2018
Laws of 2014, Chapter 65, Section 10, Subsection 10A, Paragraph 160, seventy-seven thousand three hundred eighty dollars ($77,380) to purchase and install equipment in the Mary Esther Gonzales and Villa Consuelo senior centers in Santa Fe in Santa Fe County.

The Grantee's total reimbursements shall not exceed the appropriation amount seventy-seven thousand three hundred eighty dollars ($77,380), (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, ($0), which equals ($77,800), (the "Adjusted Appropriation Amount").

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or

b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee:	City of Santa Fe
Name:	Javier Gonzales
Title:	Mayor
Address:	P.O. Box 909, Santa Fe, NM 87504-0909
Email:	jmgonzlaes@santafenm.gov
Telephone:	505-955-6590

Department:	Aging and Long-Term Services Department
Name:	Rebecca Martinez
Title:	Capital Projects Bureau Chief
Address:	P.O. Box 27118, Santa Fe, NM 87502-7118
Email:	rebeccas.martinez@state.nm.us
Telephone:	505-476-4768
FAX:	505-476-4836

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2018** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** "expended" and an "expenditure" has ***not*** occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: de-authorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and

(ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Monthly Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Monthly Reports for the Project. Paper Monthly Reports shall be submitted on a form prescribed by the Department. The Paper Monthly and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Monthly Report format or content.

The Paper Monthly Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Monthly and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report monthly and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to

report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed $25,000; or

(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, and written approval.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under

this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All sub recipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the

total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and ALTSD concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions, see Exhibit 3, to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: Javier M. Gonzales
(Type or Print Name)

Its: Mayor
(Type or Print Title)

9-1-15
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: _____ Date: 9/11/15
ALTSD Cabinet Secretary

By: _____ Date: 9/4/15
ALTSD Legal Counsel—Certifying Legal Sufficiency

By: _____ Date: 9/11/15
ALTSD Chief Financial Officer

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 9-1-15

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 8/26/15

APPROVED AS TO FORM:

7/20
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

8-28-2015
OSCAR S. RODRIGUEZ, FINANCE
DEPARTMENT DIRECTOR

22639.570500
BUSINESS UNIT/LINE ITEM

EXHIBIT 1

ALTSD CAPITAL OUTLAY GRANT

MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT ☐ (Due on the last day of the month) PROJECT TITLE:_____ PAY REQUEST NO._____

DATE: _____

Grantee:_____ Grant Number:_____ Reporting Period:_____ Grant Expiration Date: _____

Address:_____ Preparer's Name & Phone Number: _____
City State Zip

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvements/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other *(Please specify in narrative section)* ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. *(Attach extra sheet if needed)*

REQUEST FOR PAYMENT

Grant Amount: _____
AIPP Amount *(if applicable)* _____
Funds Requested to Date: _____
Amount Requested This Payment: _____
Grant Balance: _____

FINAL REPORT ☐
Fiscal Year Expenditure Period Ending
(check one)
(Jan-Jun) ☐ (Jul-Dec) ☐
Fiscal Year _____

VENDOR INVOICE DETAIL *(Attach extra sheet if needed)*

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
		Amount Requested This Payment:	

☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.

☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

_____
Grantee Fiscal Officer Signature & Printed Name

_____
Grantee Representative Signature & Printed Name *(Preparer)*

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY OF_____, 201_.
Notary Public:_____
My Commission Expires: _____

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

_____ Date
ALTSD Accounting Manager

_____ Date
ALTSD Capital Outlay Bureau Chief

Vendor Code:_____ Fund No:_____ BudRef:_____ Class Code:_____

SBOF DRAW INFORMATION: Warrant #_____ Amount of Request: _____ Date:_____ Initials:_____

EXHIBIT 2
STATE OF NEW MEXICO - CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

DATE: _____

TO: **Department Representative:** _____

FROM: **Grantee Representative:** _____
Signature

Chief Procurement Officer: _____
Signature

SUBJECT: **Notice of Obligation to Reimburse[1] Grantee, Project Number:** _____

As the designated representative of the Grantee, I certify that the following third party obligation executed, in writing, by the third party's authorized representative is in accordance with the NM State Procurement Code NMSA 13-1-30 or Local Procurement Code (if applicable); in addition, all indirect costs[2], as defined by NM State Board of Finance are **NOT** included.

As the designated representative of the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative.

Third Party Obligation (includes purchase orders and contract) #: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse[1] Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement Article X – Project Conditions and Restrictions: Representations and Warranties.

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date: _____

Department Representative: _____

Title: _____

Signature: _____ Date: _____

1/ "Reimburse" as used throughout this Notice of Obligation to Reimburse includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of the Grant Agreement and are a valid liability of the Grantee.

2/ Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT 3
ALTSD CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS

This Capital Outlay Special Grant Conditions **Exhibit 3** is necessary because the Grantee or Fiscal Agent for Grantee had material weaknesses, significant deficiencies, or findings that raised concerns as to your ability to expend grant funds in accordance with applicable law in your organization's FY13 audit. The special condition(s) is/are as follows:

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

The Grantee or Fiscal Agent for Grantee will not be allowed to proceed with the expenditure of funds until each of these conditions is met to the satisfaction of ALTSD. The Grantee or Fiscal Agent for Grantee must provide the requested documentation with submission of the signed agreement. The Grantee or Fiscal Agent for Grantee will receive formal notification from ALTSD that each special condition has been met. ALTSD will not fully execute this agreement until each of the identified requirements is completed. Any costs incurred by the Grantee or Fiscal Agent for Grantee in pursuit of satisfying these special grant conditions are the sole responsibility of the Grantee or Fiscal agent for Grantee. Any costs incurred by the Grantee or Fiscal Agent toward pursuit of purchases or contracts for the project prior to receiving formal notification from ALTSD that each special grant condition has been remedied to ALTSD's satisfaction and that the Agreement has been executed and is in effect, shall be the sole responsibility of the Grantee or Fiscal Agent for Grantee who incurred such costs prematurely.

EXHIBIT 4
ALTSD CAPITAL OUTLAY
PROJECT DESCRIPTION
SCOPE OF WORK (SOW)

Laws of 2014, Chapter 65, Section 10, Subsection 10A, Paragraph 160 - $77,380 to purchase and install equipment in the Mary Esther Gonzales and Villa Consuelo senior centers in Santa Fe in Santa Fe County.

1. **Name of Grantee/ Fiscal Agent:** **CITY OF SANTA FE**
2. **Project Title:** SANTA FE SENIOR CENTER EQUIP
3. **Grant Agreement Number:** **A14-1259**
4. **Background Narrative**: This project came about as a result of depreciation of current fitness equipment within three senior centers in the City of Santa Fe that are currently equipped with fitness equipment. These senior centers are the Pasatiempo Senior Center, the Luisa Senior Center, and the Mary Esther Gonzales Senior Center. The Division of Senior Services makes physical fitness available for seniors via our extensive fitness area. Funding of this project will allow for the purchase of equipment necessary in the provision of academic and recreation sessions, as well as exercise equipment for Senior Olympics. Due to the high utilization, the current equipment is experiencing major repairs or replacement. Much of the equipment located at the three senior centers is significantly old, outdated, breaking, or in need of excessive and expensive repairs or re-services. While some of the equipment was initially purchased through the city of Santa Fe, other pieces were donated by various organizations and entities and were already in compromised condition at the time of acquirement. Therefore, the senior centers are in dire need of replacement of equipment that will enable seniors to continue to improve their quality and longevity of life. There are approximately 10,000 clients registered with the programs overseen by the City of Santa Fe. These programs are all funded in relationship to the Older Americans Act Title III programs and include provision of nutrition services, congregate and home-delivered meals, services provided by home-makers who go into the community to provide care for approximately 120 clients with caregivers, transportation, volunteer services, and the operation of the federal Grandparents Raising Grandchildren program. There are a total of five senior centers in Santa Fe with 70 city employees. On a daily basis, more than 65-75 seniors utilize the fitness equipment in the senior centers. Funds to invest in the purchase of 35 pieces of safe, modern fitness equipment specifically designed for those 50 years of age and older will enhance the state of New Mexico's Healthy Aging Collaborative. This specific project is related to the Older Americans Act Title IIID which emphasizes disease prevention and health promotion.

4. **Work Plan**: The funds will be used to purchase a variety of pieces of fitness equipment including weight machines, stationary bikes, entertainment equipment for seniors, light exercise equipment mats, etc., for each of the three senior centers mentioned above. The project is projected to begin in September 2015 and be completed by June 2016. As stated in the proposal, the projected total cost is $77,380; individual bids were obtained for each piece of equipment through the State Price Agreement involving companies that are a part of this process. Following the purchase of new fitness equipment, old equipment will be sent to the Purchasing Office with the City of Santa Fe to be sold through a public auction. All of the funds generated through the auction will be used to fund Senior Services programs, including proceeds from items that were initially purchased by the City of Santa Fe or that were donated. Although the City of Santa Fe cannot offer direct contributions or matching funds for the project at this time, the city does provide in-kind and general repairs and maintenances for all funded equipment, including full-servicing of vehicles every 3,000 miles. A portion of the capital outlay award monies will fund the delivery, installation, and removal of all old and new equipment. Deliverables of this project include increased promotion of healthy aging, more access to fitness equipment designed for those 50 years of age and older which will optimally provide seniors with more mobility and strength so that they can continue to live with dignity at home.

5. **Budget Detail**:

Project Cost Activities *(These are only examples. Insert activities specific to the proposed project.)*	Other Funds	State Funds
Equipment		$77,380
Totals		$77,380

6. **Performance Measures**: Funds will be used to purchase new fitness equipment for three of the City of Santa Fe senior centers. Approximately 10,000 seniors are registered with the programs overseen by the City of Santa Fe, Division of Senior Services, so investments into senior services programs must not revolve around nutrition alone but must also extend to disease prevention and health promotion. Director of Senior Services Ron Vialpando will oversee the process and fill out all administrative documents. The City of Santa Fe's Purchasing Office will oversee all transactions and each site program manager will also oversee maintenance and necessary repairs for the fitness equipment at their centers and will inform Ron when a piece of equipment is in need of being repaired, replaced, or maintained. Outcomes of this project can be measured by keeping a daily, monthly, and weekly log of the number of seniors who use the new fitness equipment as well as a log of when and why equipment was repaired. The City of Santa Fe has also committed to conducting regular maintenance of the new equipment so that it will last a long time.

7. **Results Expected**: As discussed earlier, the City of Santa Fe, Division of Senior Services, oversees all Senior Services Programs operated by the city which affect approximately 10,000 clients registered with the programs at five senior centers in the city, including nutrition services, congregate and home-delivered meals, home-maker services, transportation, volunteer services, and more. As a result of the growing population of clientele within the City of Santa Fe, funding of this project will ensure that the Division of Senior Services can continue providing quality services to both current and future seniors to ensure that they can continue to live their lives with maximum dignity and minimum external assistance. Results expected from this project include an increase in the number of seniors who come to the senior centers to work out, which will also impact their mental well-being through increased socialization. In addition, funding in this project will result in reduced liability, fewer repairs on current equipment, and a greater generation of cost savings for the City of Santa Fe, who ultimately provide these in-kind services.

8.

Time Frame/ Milestones:	*(Project the month & year for each milestone)*
RFP/SOW Release	September 2015
Bid Closing	September 2015
Bid Award to Contractor/Vendor	October 2015
Purchase/Install Equipment	December 2015
Project Completion & Review	January 2016
Project Closure/Archives Complete Submit Request for Payment Form and Supporting Documents to ALTSD/Capital Projects Bureau	June 2016

9. **Responsible Staff** *(include Project Manager and Fiscal Contact):*

Name: Ron J. Vialpando
Title: Director of Division of Senior Services
Address: 1121 Alto Street, Santa Fe, NM 87504-0909
Email: rjvialpando@santafenm.gov
Phone: 505-955-4710

Name: Shirley Coca-Barela
Title: Financial Analyst
Address: 200 Lincoln Street, Santa Fe, NM 87501
Email: sicoca-barela@santafenm.gov
Phone: 505-955-6170

NOTICE: The Grant Application, if approved for funding by the ALTSD, and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor STATE OF NM AGING AND LONG-TERM SERVICES DEPT. FUND 89200 CAPITAL OUTLAY APPROPRIATION PROJECT

3 Complete information requested ☐ Plus GRT

AGREEMENT A14-1259 ☐ Inclusive of GRT

Original Contract Amount: $77,380

Termination Date: JULY 30, 2018

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for:

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

---

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT

☐ Inclusive of GRT

Amount $ 77,380 of original Contract# A14-1259 Termination Date: JULY 30, 2018

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** TERMINATION DATE JULY 30, 2018
example: (First year of 4 year contract)

7 **Funding Source:** STATE FUNDS **BU/Line Item:** 22639.570500

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** RON J. VIGIL-ARMANDO

Phone # 955-4710

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

STATE PRICE AGREEMENT NUMBER 20-000-00-00008

THE FITNESS SUPERSTORE

4840 PAN AMERICIAN FWY. NE

ALBUQUERQUE, NM 87109

TOTAL: $68,333.00

SANTA FE SENIOR CENTERS EXERCISE EQUIPMENT

CITY OF SANTA FE

THE FITNESS SUPERSTORE®
SINCE 1979!

City of Santa Fe
Division of Senior Services

09/28/15

re: Mary Esther Gonzales Senior Center

c/o Dan Mitchell

Santa Fe, NM 87505
Phone 505-955-4711
Fax 505-955-4797

Premium Custom Commercial Cardio Package

Item	QTY	Description	Unit List	Disc	Unit Quote	Unit Freight	Unit Install	Total Cost
1	4	**TRUE** CS600 Programmable Treadmill w/ 9" Escalate display, 5.0hp AC Motor, 22" x 60" belt, Heart Rate Control, **BASIC IPOD Compatibility**, & Entertainment ready (Commercial warranty = Lifetime Frame, 5 Years Motor / controller, 3 Years All Parts and 3 Years Labor) *	7,199.00	**35%**	4,679.35	355.00	75.00	20437.40
2	1	**TRUE** CS400 "Step-Thru" Recumbent Bike w/ Escalate 9" Color Display and Heart rate control (Commercial Warranty = Lifetime frame, 3 Years All Parts and 1 Year Labor) *	2,399.00	**35%**	1,559.35	165.00	45.00	1769.35
3	2	**OCTANE** Pro4700 Dual Action Elliptical w/ Converging arms, "X" Mode, Automatic Adjustable Stride and Heart Rate Contact*	5,999.99	**28%**	4,319.99	145.00	65.00	9059.99
4	1	**SCI FIT** Combo Upper Body Ergometer / Recumbent bike (w/ adjustable crank arms and Standard seat) # PRO2 *	4,995.95	**11%**	4,446.40	265.00	60.00	4771.40
5	1	**SCI FIT** Accessory: Wheelchair Platform for PRO2 # A1180 *	143.00	**11%**	127.27	54.50	10.00	191.77
6	2	**SCHWINN** Dual action Air Fit Bike #160003 *	2,695.00	**35%**	1,751.75	46.00	25.00	3645.50
7	4	**HUMANE** Rubber Treadmill Mat (3'x8'x3/8") *	89.95	**30%**	62.97	3.25	1.00	268.86
8	3	**HUMANE** Rubber Elliptical / recumbent Mat (3'x6'x3/8") *	86.95	**30%**	60.87	2.95	1.00	194.45
9	2	**HUMANE** Rubber Bike Mat (3'x4'x3/8") *	39.95	**30%**	27.97	2.20	1.00	62.33
8		**Interlocking Rubber flooring for 4 Stack area w/ Bevelled Edge 10' x 10' approximately**						
9	4	**HUMANE** Rubber Interlocking Flooring (4' x 4' x 3/8") *	59.25	**25%**	44.44	4.10	2.00	202.15
10	4	**HUMANE** Rubber Interlocking Flooring (2' x 4' x 3/8") *	29.95	**25%**	22.46	3.05	2.00	110.05
11	1	**HUMANE** Rubber Interlocking Flooring (2' x 2' x 3/8") *	15.95	**25%**	11.96	2.16	2.00	16.12
12	2	TREADLUBE: For True treadmills only *	8.95	**33%**	6.00	1.73	0.00	15.45
13	1	Trip Fee- Santa Fe, NM *	90.00	**100%**	0.00	0.00	0.00	0.00
								40,744.81

* Price quote good for 30 days
** The Fitness Superstore is the CERTIFIED Service provider in New Mexico for all products quoted
***** State of New Mexico General Services Purchase Agreement**
 # 20-000-00-00008

Gerry Reneau
Commercial Sales Director
gerry@thefitnesssuperstore.com

THE FITNESS SUPERSTORE®
SINCE 1979!

City of Santa Fe
Division of Senior Services

09/24/15

re: Luisa Senior Center

c/o Dan Mitchell

Santa Fe, NM 87505
Phone 505-955-4711
Fax 505-955-4797

Deluxe Commercial Cardio Package

Item	QTY	Description	Unit List	Disc	Unit Quote	Unit Freight	Unit Install	Total Cost
1	1	**TRUE** CS600 Programmable Treadmill w/ 9" Escalate display, 5.0hp AC Motor, 22" x 60" belt, Heart Rate Control, **BASIC IPOD Compatibility**, & Entertainment ready (Commercial warranty = Lifetime Frame, 5 Years Motor / controller, 3 Years All Parts and 3 Years Labor) *	7,199.00	**35%**	4,679.35	355.00	75.00	5109.35
2	1	**OCTANE** Pro3700 Dual Action Elliptical w/ Converging arms, "X" Mode and Heart Rate Contact **(Choice of 20" or 24" FIXED strides)** *	4,999.99	**28%**	3,599.99	135.00	55.00	**3789.99**
3	1	**SCI FIT** Combo Upper Body Ergometer / Recumbent bike (w/ adjustable crank arms and Standard seat) # PRO2 *	4,995.95	**11%**	4,446.40	265.00	60.00	4771.40
4	1	**SCHWINN** Dual action Air Fit Bike #160003 *	2,695.00	**35%**	1,751.75	46.00	25.00	1822.75
5	1	**HUMANE** Rubber Treadmill Mat (3'x8'x3/8") *	89.95	**30%**	62.97	3.25	1.00	67.22
6	2	**HUMANE** Rubber Elliptical / recumbent Mat (3'x6'x3/8") *	86.95	**30%**	60.87	2.95	1.00	129.63
7	1	**HUMANE** Rubber Bike Mat (3'x4'x3/8") *	39.95	**30%**	27.97	2.20	1.00	31.17
8	1	Trip Fee- Santa Fe, NM *	90.00	**100%**	0.00	0.00	0.00	0.00

* Price quote good for 30 days

15,721.50

** The Fitness Superstore is the CERTIFIED Service provider in New Mexico for all products quoted

***** State of New Mexico General Services Purchase Agreement**
 # 20-000-00-00008

Please feel free to contact me with any questions.
800-439-5895
505-345-5895

Sincerely,

Gerry Reneau
Commercial Sales Director
gerry@thefitnesssuperstore.com

THE FITNESS SUPERSTORE®
SINCE 1979!

City of Santa Fe
Division of Senior Services

09/24/15

re: Pasa Tiempo Senior Center

c/o Dan Mitchell

Santa Fe, NM 87505

Basic Commercial Cardio Package

Phone 505-955-4711
Fax 505-955-4797

Item	QTY	Description	Unit List	Disc	Unit Quote	Unit Freight	Unit Install	Total Cost
1	1	**TRUE** CS600 Programmable Treadmill w/ 9" Escalate display, 5.0hp AC Motor, 22" x 60" belt, Heart Rate Control, **BASIC IPOD Compatibility**, & Entertainment ready (Commercial warranty = Lifetime Frame, 5 Years Motor / controller, 3 Years All Parts and 3 Years Labor) *	7,199.00	**35%**	4,679.35	355.00	75.00	5109.35
2	1	**SCI FIT** Combo Upper Body Ergometer / Recumbent bike (w/ adjustable crank arms and Standard seat) # PRO2 *	4,995.95	**11%**	4,446.40	265.00	60.00	4771.40
3	1	**SCHWINN** Dual action Air Fit Bike #160003 *	2,695.00	**35%**	1,751.75	46.00	25.00	1822.75
4	1	**HUMANE** Rubber Treadmill Mat (3'x8'x3/8") *	89.95	**30%**	62.97	3.25	1.00	67.22
5	1	**HUMANE** Rubber Elliptical / recumbent Mat (3'x6'x3/8") *	86.95	**30%**	60.87	2.95	1.00	64.82
6	1	**HUMANE** Rubber Bike Mat (3'x4'x3/8") *	39.95	**30%**	27.97	2.20	1.00	31.17
7	1	Trip Fee- Santa Fe, NM *	90.00	**100%**	0.00	0.00	0.00	0.00

* Price quote good for 30 days

11,866.69

** The Fitness Superstore is the CERTIFIED Service provider in New Mexico for all products quoted
***** State of New Mexico General Services Purchase Agreement**
 # 20-000-00-00008

Please feel free to contact me with any questions.
800-439-5895
505-345-5895

Sincerely,

Gerry Reneau
Commercial Sales Director
gerry@thefitnesssuperstore.com

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor **26 Vendors** **Telephone No.** _____

Price Agreement Number: **20-000-00-00008**

Price Agreement Amendment No.: **Eight**

Term: **November 1, 2011 - October 31, 2015**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested**

Procurement Specialist: India Garcia

Telephone No.: (505) 827-0483

Title: **Athletic & Recreational Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2014 to October 31, 2015 at the same price, terms and conditions.

Extension is for all vendors except vendor (AZ) SofSurfaces.

Also, change address for vendor (BB) Thunder Fitness LLC to 1412 Stagecoach Rd. SE, Albuquerque, NM 87123.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/30/2014

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
ig

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000094504
The Fibar Group, LLC
80 Business Park Drive, Suite 300
Armonk, NY 10504-1705

Telephone No. 800-342-2721

Price Agreement Number: 20-000-00-00008

Price Agreement Amendment No.: Seven

Term: November 1, 2011 - October 31, 2014

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: India Garcia

Telephone No.: (505) 827-0483

Title: Athletic & Recreational Equipment

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Add the following authorized dealers for vendor (AJ) The Fibar Group LLC.

Creative Recreational Designs, Inc.
PO Box 15191
Rio Rancho, NM 87174
Contact: Duke DeFillippo
Phone: 505-414-9866
Fax: 888-279-0291
duke@creativerecdesigns.com

Exerplay, Inc.
12007 N Hwy 14
Cedar Crest, NM 87008
Contact: Daniel Gardner
Phone: 800-457-5444
dan@exerplay.com

Hansen & Prezzano
311 Stover Road
Los Lunas, NM 87031
PO Box 359
Peralta, NM 87042
Contact Mr. Hep Prezzano
Phone: 505-865-3900
Fax: 505-865-3922
Cell 505-228-1130
hansenprezzano@qwestoffice.net

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 02/26/2014

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
ig

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor **27 Vendors** **Telephone No.** _____

Price Agreement Number: 20-000-00-00008

Price Agreement Amendment No.: Six

Term: November 1, 2011 - October 31, 2014

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested**

Procurement Specialist: India Garcia

Telephone No.: (505) 827-0483

Title: **Athletic & Recreational Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2013 to October 31, 2014 at the same price, terms and conditions.

Extension is for all vendors except vendors (AH) Exscapes, LLC and (BA) Team athletic Supply.

Correct Amendment Five from (AQ) Vendor 0000094800 to (BD) Vendor #0000100710, Play LLC to (AQ) Vendor 0000094800 to (BE) Vendor 0000100710, Play, LLC.

Also, change phone number for vendor (AT) Nevco, Inc. from (505)-897-7962 to (505)-401-3498.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Paul Kennett

New Mexico State Purchasing Agent

Date: 10/29/2013

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
ig

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000100710
PLAY, LLC
P.O. Box 56757
Albuquerque, NM 87187

Telephone No. 505-321-0453

Price Agreement Number: **20-000-00-00008**

Price Agreement Amendment No.: **Five**

Term: **November 1, 2011 - October 31, 2013**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Title: **Athletic & Recreational Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Change of name and vendor number from:

(AQ) Vendor #: 0000094800
Jubilee Enterprise

to: (BD) Vendor #: 0000100710
PLAY, LLC

Address and phone number to remain the same.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Sandra K. Sandy for

New Mexico State Purchasing Agent

Date: 01/04/13

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor 29 Vendors Telephone No. _____

Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.
Invoice: As Requested

Price Agreement Number: 20-000-00-00008

Price Agreement Amendment No.: Four

Term: November 1, 2011 - October 31, 2013

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Title: **Athletic & Recreational Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2012 to October 21, 2013 at the same price, terms and conditions.

Change Address for Triple M Recreation Vendor #0000055021, Address has been changed in SHARE.

from:	to:
Triple M Recreation	Triple M Recreation
4638 East Shea Bvd., #B-170	8700 E. Vista Bonita Dr., Suite 188
Phoenix, AZ 85028	Scottsdale, AZ 85255

S & S Worldwide, Inc. (AX) Vendor #0000006392 has increased from 14% to a 16% catalog discount. This discount will apply to the current catalog at time of order placement. This discount does not apply to sales flyers, special promotions, quantity breaks, or Internet pricing.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/10/12

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000055021
Triple M Recreation
4638 East Shea Blvd., #B-170
Phoenix, AZ 85028

Telephone No. 480-315-9103

Price Agreement Number: 20-000-00-00008

Price Agreement Amendment No.: Three

Term: November 1, 2011 - October 31, 2012

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Title: **Athletic & Recreational Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately

Change Address from: Triple M Recreation
15982 N 78th St. Suite C
Scottsdale, AZ 85260

to: Triple M Recreation
4638 East Shea Blvd., #B-170
Phoenix, AZ 85028

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 1/24/12

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

bc

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor 29 Vendors Telephone No. _____

Price Agreement Number: 20-000-00-00008

Price Agreement Amendment No.: Two

Term: November 1, 2011 - October 31, 2012

Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.
Invoice: As Requested

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Title: **Athletic & Recreational Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

Award vendor AY (School Equipment Inc.) Item #31. @ 5-10% for the following manufacturers:

RCI
Park & Play

This vendor was inadvertantly left off for Item #31.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 11/22/11

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

bc

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor 29 Vendors **Telephone No.** _____

Price Agreement Number: 20-000-00-00008

Price Agreement Amendment No.: One

Term: November 1, 2011 - October 31, 2012

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested**

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Title: **Athletic & Recreational Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

Change Exerplay, Inc. ID from: (AG)
to: (BD)
Error occurred while entering original ID in "SHARE".

Replace Item #13 with the attached revisions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 11/10/11

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

bc

013	%	Group 7: Swimming Pool & Diving equipment & supplies - Not to include chemicals.	
		Discount "Category A" - "Name Brand" Merchandise	
		Name Brands offered:	
		Discount from Manufacturer's Suggested Retail Prices:	
		(AD) Aqua Creek	(AD) 15%
		BECS Technology	10%
		Engineered Treatment Systems	10%
		Lochinvar	10%
		Palintest	10%
		Patagon Aquatics	20%
		(AE) Avalanche, Waterslides, Playtime, Water	(AE) 5%
		(AF) Vortex	(AF) 3 – 5%
		(AS) Miracke Recreation	(AS) 5%
		(AW)AllChem Industries	(AW) 35%
		Aquatic Accesss	5%
		Aquatic Development Group	5%
		Aquionics	5%
		Astral	5-10%
		Aurora	10%
		Benjamin Moore	2%
		Burkert	5%
		Cantar	10%
		CAT Controllers	5%
		Chlor-King	5%
		Clear Water Tech LLC	5%
		Colorado Timing	5%
		Competitor	5%
		Dri-Dek	5%
		Dolphin	10%
		Durafirm	1%
		EPD Wearness, Inc.	10%
		Empex	5%
		Eureka	5%
		GF Signet	5%
		Hanovia UV	5%
		Hayward	10%
		Hydropure Technologies, Inc.	10%
		H2 Flow	5%
		H20 Innovations	5%
		Inlays, Inc.	5%
		Kelley	5%
		LMI	5%
		Lochinvar	5%
		Loop-Loc	5%
		Mer-Made	10%
		Mueller Steam	5%
		Natare Corporation	5%
		Nemato	5%
		Neptune Benson	5%
		Nirbo	5%
		Omega	5%
		Paco	5%
		Palintest	10%
		Paragon Aquatics	5%
		Pentair	5%

(AW) Prominent		5%
Pulsafeeder		5-10%
Ramuc		5%
Renosys		5%
Rheem/Raypak		15%
SBControls		5%
Siemens Technologies		5%
Spectrum Products		5%
SR Smith		5-10%
Sta-Rite		5-10%
Stenner		30%
STINGL		5%
Teledyne-Laars		5%
TMI Salt Pure		5%
Universal Filtration		10%
Zodiac		5%
(BC) GT-GTH20	(BC)	5%

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
29 Vendors - See Page 6

Telephone No. _____

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
Statewide

Price Agreement Number: **20-000-00-00008**

Payment Terms: **Net 30**

F.O.B.: **Destnation**

Delivery: **As Requested**

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Title: **Athletic & Recreational Equipment**

Term: **November 1, 2011 thru October 31, 2012**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/14/2011

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

VL

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has or grows to six (6) or more employees who work or who are expected to work an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand dollars ($250,000).

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link for additional information: http://insurenewmexico.state.nm.us/

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

Awarded Vendors:

(AA)
0000061282
AK Sales & Consulting
115 E. Country Club Rd
Roswell, NM 88201
(575) 623-1488

(AB)
0000094505
All Around Recreation LLC
6614 S. Franklin St.
Centennial, CO 80121
(720) 270-5878

(AC)
0000046367
All Sports Trophies, Inc.
2939 Monte Vista NE
Albuquerque, NM 87106
(505) 268-2436

(AD)
0000094503
Aquatic Environmental Systems, Inc.
1733 E. McKellips Rd. #108
Tempe, AZ 85281
(480) 947-3400

(AE)
0000045314
Churchich Recreation
4715 Spring Vale Road NW
Albuquerque, NM 87114
(505) 401-3498

(AF)
0000088120
Creative Recreational Designs
PO Box 15191
Rio Rancho, NM 87174
(505) 414-9866

(AG)
0000050184
ExerPlay, Inc.
12001 N. Hwy 14, PO Box 1160
Cedar Crest, NM 87008
(800) 457-5444

(AH)
0000062890
Exscapes, LLC
5057 Ventana View
Las Cruces, NM 88011
(575) 642-4872

(AI)
0000012754
FacilityBUILD, Inc.
5904 Florence Ave. NE
Albuquerque, NM 87113
(505) 828-0060

(AJ)
0000094504
The Fibar Group, LLC
80 Business Park Drive, Suite 300
Armonk, NY 10504-1705
(800) 342-2721/(914) 273-8770

(AK)
0000007791
Flaghouse, Incorporated
601 Flaghouse Drive
Hasbrouck Heights, NJ 07604-3110
(800) 743-7900

(AL)
0000047779
Garden Swartz Team Sales
2437 Menaul Blvd NE
Albuquerque, NM 87107
(505) 884-1234

(AM)
0000043798
Hansen & Prezzano/Builders
PO Box 359
Peralta, NM 87042
(505) 865-3900

(AN)
0000044944
Home Fitness Warehouse Inc.
8520 Pan American Freeway NE Suite D
Albuquerque, NM 87113
(505) 822-5050

(AO)
0000053076
Institutional Products
230 Cynthia Loop NW
Albuquerque, NM 87114
(505) 243-2030

(AP)
0000050685
JJW Inc. dba The Fitness Superstore
4840 Pan American Frwy.
Albuquerque, NM 87109
(505) 345-0542

(AQ)
0000094800
Jubilee Enterprise
PO Box 56757
Albuquerque, NM 87187
(505) 307-4800

(AR)
0000028808
Kaplan Early Learning Company
1310 Lewisville-Clemmons Rd
Lewisville, NC 27023
(800) 334-2014

(AS)
0000065675
Miracle Recreation
4715 Spring Vale Road NW
Albuquerque, NM 87114
(505) 401-3498

(AT)
0000065674
Nevco Inc.
301 East Harris Ave
Greenville, IL 62246
(505) 897-7962

(AU)
0000094506
PlaySolutions, Inc.
4808 Cairo NE
Albuquerque, NM 87111
(505) 681-1953

(AV)
0000044470
The PlayWell Group, Inc.
9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113
(800) 726-1816

(AW)
0000052463
PoolPro, LLC
PO Box 2859
Edgewood, NM 87015
(505) 328-7665

(AX)
0000006392
S & S Worldwide Inc.
75 Mill St.
Colchester, CT 06415
(800) 243-9232

(AY)
0000047972
School Equipment, Inc.
7800 Phoenix NE , Suite A
Albuquerque, NM 87110
(800) 698-5956 & (505) 888-5959

(AZ)
0000094628
SofSurfaces
4393 Discovery Line
Petrolia, ON Canada
NON 1RO
(800) 263-2363

(BA)
0000007486
Team Athletic Supply
2430 Washington St. NE
Albuquerque, NM 87110
(505) 246-2614

(BB)
0000076770
Thunder Fitness LLC
300 Tijeras Ave, NE #311
Albuquerque, NM 87102
(505) 506-4710

(BC)
0000055021
Triple M Recreation
15982 N 78th St. Suite C
Scottsdale, AZ 85260
(480) 315-9103

Establish a Statewide Price Agreement is for the purchase of athletic and recreational equipment and supplies.

It is the State's intent to procure "sporting goods" of institutional quality. This should be understood as goods which will withstand hard use by multiple users. This contract is not intended to cover athletic clothing, shoes, etc., first aid kits or park furnishings (benches, tables, waste receptacles etc.).

Pricing is to be based on two discount categories in each group of items. The first category "Category A" is discounts off of manufacturer's suggested retail prices or posted prices on "Name Brand" sporting goods, with the items to be supplied as specified by ordering agency with no substitutions. Posted price is defined as that which is regularly maintained by the manufacturer or vendor of an item and is published or otherwise available for inspection by a customer. Posted prices must be standard in the trade and in common use for either the vendor's general clientele or comparable government accounts.

The second category "Category B" is discounts from published catalogs which may include "Name Brand" or "Private Label" sporting goods, or a combination of both. Discount will be taken from the catalog in effect at the time the order is placed. "Category B" is for vendors who publish their own pre-priced catalog.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed four (4) years.

Contractor note: (if applicable)
No person shall act as a contractor without a license issued by the (construction industries) division classified to cover the type of work to be undertaken. No bid on a contract shall be submitted unless the contractor has a valid license issued by the (construction industries) division to bid and perform the type of work to be undertaken, § 60-13-12, NMSA 1978.

A contractor with this GS-29 classification is not authorized to bid and contract as the prime contractor an entire project if the installation of playground equipment is merely a part of a larger project. For such projects the contractor must have the GF-5 or GF-98 classification to be the prime contractor. The GS-29 "installation of playground equipment" contractor must be a sub-contractor to the GF-5/GF-98 prime contractor in such cases.

A contractor with the GS-29 "installation of playground equipment" classification is authorized to bid and contract as the prime contractor of an entire project, if the installation of the playground equipment makes up the entire project. As with all prime contractors, this contractor may sub contract any portion of the work to another validly licensed contractor.

Questions concerning labor and wage rate requirements should be addressed to the New Mexico Department of Labor.

Questions concerning contractor licensing should be addressed to the New Mexico Construction Industries Division.

For playground projects under $25,000.oo, in lieu of a performance bond, contract payment shall be withheld until the work is completed and accepted by the user agency.

For playground projects over $25,000.00, prior to placement of the order, the contractor shall provide performance and payment bonds securing labor and materials equal to 100% of each playground project. Said bonds are to be filed with the using agency's purchasing office. Failure to provide the required bond will result in contract cancellation.

Playground projects over $60,000.00 are subject to the provisions of the Public Works Minimum Wage Act, Sections 13-14-11 through 13-4-17, et seq. N.M.S.A. 1978 as amended. Minimum wage rates as determined and published by the State Department of Labor, Santa Fe, NM, shall be in effect and utilized by the contractor. "It shall be the user agency responsibility to contact the New Mexico Department of Labor and Industrial Division at for the most current wage rate decision which applies".

If a contractor or sub-contractor is willfully paying his laborers, mechanics or operators less than the rates required by the contract for the work the laborers, mechanics or operators are performing, the contractor or sub-contractor may lose their right to proceed with the work.

Tax Note:
Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Escalation/Reduction Clause:
In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

Ordering agencies may request a sample of "Private Label" merchandise prior to placing order.

Shipping charges:
All orders shall be F.O.B. Destination under this agreement. Orders for less than $50.00 minimum may be subject to additional shipping charges at cost which will be prepaid by the vendor and added as separate item on the invoice.

Prepay freight and add to invoice as a separate item.

Important - common carrier items (items exceeding 108" girth and/or 70 lbs.) May be subject to additional freight, at cost, to be prepaid by the vendor and added as a separate item on the invoice.

Method of award:
Award shall be made in the best interest of the State of New Mexico.

Determination for award shall be based upon the lowest total cost of all items listed within the "cost proposal" section and the bidder's abilities to meet the "minimum and submittal requirements" of the Invitation to Bid.
This may be a multiple award contract.

Multiple awards may be issued in each group and discount category in order to provide the using agencies with the widest possible variety of goods.

Mandatory requirements:
All vendors in both categories are required to submit their equipment and supplies lists, including prices discounted in accordance with their offer, electronic format preferred.

All vendors must fill out firm fixed prices on Exhibit A. Those who do not fill out required information will be subject to disqualification. Exhibit A is for evaluation purposes only.

"Category A" - Vendor must submit a complete list of the brand names being offered for each group. This list will become a part of the contract. Discounts may be offered by brand name within a group.

"Category B" - Vendor must submit a list of current catalog names which includes the group or groups that vendor is bidding. Awarded vendors must supply using agencies with catalogs and/or price lists upon request. It is the using agency's responsibility to call for evidence of manufacturer's suggested retail prices, posted prices, or catalog prices prior to ordering and payment of goods.

Vendors must supply mandatory requirements. **Each item bid must have a discount listed on that item. "See Attached" is not acceptable. (i.e. 0-50% is accepted)**

Any bid which fails to include these requirements will be considered non-responsive and will not be eligible for award.

Item #30 requires vendors to submit their website address for completed lists for "Category A" and "Category B".

Note to user agencies:
It is the responsibility of the user agency to order from the (awarded vendors) and to make sure prices are confirmed with the discounts being offered. Also, when ordering awarded items, please order those items for each item awarded. No items other than what is awarded can be ordered or bought with this contract.

Authorized dealers:
Vendors may supply authorized dealers for sales and delivery purposes. Include complete address and telephone numbers for dealers.

Bidders must submit an electronic version (CD-ROM) of items on Microsoft Excel along with a hard copy in a sealed envelope or package. Items are located on a separate Excel spreadsheet on our website. Envelope or package is to include entire Bid with specifications and items. Label envelope or package with the bid number and opening date on the lower left hand corner. Bids submitted by facsimile, or e-mail will not be accepted. **(37 items total for this Bid)**

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001		%	Group 1: Boxing Equipment Discount "Category A" - "Name Brand" Merchandise Name Brands offered: Discount from Manufacturer's Suggested Retail Prices: **(BB) TKO**	**(BB) 30%**
002		%	Group 1: Boxing Equipment Discount "Category B" - Catalog Discounts Discount from Published Catalog Prices: Catalog Name: **(AK) Flaghouse PE & REC** **(AL) Garden Swartz Team Sales (Most Current Issue)** **(AP) Title Boxing** **(BB) TKO**	 **(AK) 10%** **(AL) 5%** **(AP) 0 - 10%** **(BB) 30%**
004		%	Group 2: Games, Parlor, i.e. board games, checkers, chess, playing cards, etc. Discount "Category B" - Catalog Discounts Discount from Published Catalog Prices: Catalog Name: **(AK) Flaghouse PE & REC** **(AL) Garden Swartz Team Sales (Most Current Issue),** **(AR) Kaplan Early Learning Co.** **(AX) Discount Sports & PE Supplies** **(BA) Athletic Connection**	 **(AK) 10%** **(AL) 10%** **(AR) 15% $100.00 min***** **(AX) 14%** **(BA) 5%**
005		%	Group 3: Recreational Equipment, Indoor i.e. supplies for basketball, handball, volleyball, badminton, etc. Discount "Category A" - "Name Brand" Merchandise Name Brands offered: Discount from Manufacturer's Suggested Retail Prices: **(AA) Gill Porter, Promates, Jaypro, First Team, Gared Clarin, Spalding** **(AF) LA Steelcraft** **(AV) Bison, PW Athletics, Douglas, Playworld Systems** **(AY) Sportsgraphic, Gared Sports, Perdue**	 **(AA) 3 – 20%** **(AF) 10%** **(AV) 5%** **(AY) 5%**
006		%	Group 3: Recreational Equipment, Indoor i.e. supplies for basketball, handball, volleyball, badminton, etc. Discount "Category B" - Catalog Discounts Discount from Published Catalog Prices: Catalog Name: **(AK) Flaghouse PE & REC** **(AL) Garden Swartz Team Sales (Most Current Issue)** **(AV) Athletic Connection** **(AX) Discount Sports & PE Supplies** **(BA) Champion Sports** **Athletic Connection**	 **(AK) 10%** **(AL) 10%** **(AV) 5%** **(AX) 14%** **(BA) 20%** **5%**

Item	Approx. Qty.	Unit	Article and Description	Unit Price
007		%	Group 4: Recreational Equipment, Outdoor i.e. supplies for baseball, softball, tennis soccer, football, etc.	
			Discount "Category A" - "Name Brand" Merchandise	
			Name Brands offered:	
			Discount from Manufacturer's Suggested Retail Prices:	
			(AA) Gill Porter, Promates, Jaypro, First Team, Gared, Spalding	**(AA) 3 – 13%**
			(AF) LA Steelcraft, Jensen Swing	**(AF) 10%**
			(AQ) LA Steelcraft	**(AQ) 10%**
			(AV) Bison, PW Athletics, Douglas, Playworld Systems	**(AV) 5%**
			(BC) GameTime	**(BC) 5%**
			SportsPlay	**11%**
			LA Steelcraft	**11%**
008		%	Group 4: Recreational Equipment, Outdoor i.e. supplies for baseball, softball, tennis soccer, football, etc.	
			Discount "Category B" - Catalog Discounts.	
			Discount from Published Catalog Prices:	
			Catalog Name:	
			(AK) Flaghouse PE & REC	**(AK) 10%**
			(AL) Garden Swartz Team Sales (Most Current Issue)	**(AL) 10%**
			(AV) Athletic Connection, PW Athletics	**(AV) 5%**
			(AX) Discount Sports & PE Supplies	**(AX) 14%**
			(BA) Champion Sports	**(BA) 20%**
010		%	Group 5: Table Games & supplies i.e. table tennis, billiards, etc.	
			Discount "Category B" - Catalog Discounts.	
			Discount from Published Catalog Prices:	
			Catalog Name:	
			(AK) Flaghouse PE & REC	**(AK) 10%**
			(AL) Garden Swartz Team Sales (Most Current Issue)	**(AL) Zero**
			(AV) Athletic Connections	**(AV) 5%**
			(AX) Discount Sports & PE Supplies	**(AX) 14%**
			(BA) Champion Sports	**(BA) 20%**
011		%	Group 6: Weight Training & Fitness equipment & supplies. Discount "Category A" - "Name Brand" Merchandise	
			Name Brands offered:	
			Discount from Manufacturer's Suggested Retail Prices:	
			(AA) Gill-Polder Max, BCI, Burke	**(AA) 3 – 13%**
			(AF) Kompan	**(AF) 7 – 10%**
			LA Steelcraft	**10%**
			Xccent	**10%**
			Greenfield	**5%**
			(AN) Cap Barbell	**(AN) 32%**
			Spirit	**35%**
			Sportsart	**32%**
			Star Trac	**26% - 48%**
			Tuffstuff	**27%**
			ST	**35%**
			Helix	**32%**
			FMI	**30%**
			DKN	**25%**

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
			Item 011 Continued	
011			(AP) BH Fitness	(AP) 20% - 25%
			Lifecore	15% - 30%
			Vision	15%
			True	5%-13%
			Landice	12%
			Scifit	5% - 11%
			Shwinn	10%
			Nautilus	10%
			Cybex & Aerobics Cybex & Aero	8%
			Stair Mstr/Quinton	5% - 10%
			Prospot	30%
			Vision Strength	20%
			Universal	20%
			Hoist HF – Series	12%
			Vectra	12%
			Torque Strength	12%
			Proelite	10%
			Body Solid	10%
			York	10%
			Hoist CF & Other Series	6%
			Cybex All Lines Except Eagle	5%
			Body Power	5%
			Cybex Eagel Series	3%
			Freemotion	2%
			Matrix & Technolgym	2%
			China Arts Products (Cap)	10%
			UMAX & Body Solid	5%
			Body Power	5%
			Iron Grip	5%
			Cemco	5%
			Hampton	5%
			Intellbell & Ivanko	5%
			Vision Fitness	15%
			Waters Fitness	10%
			Cybex	8%
			Keiser	4%
			First Degree	5%
			Hogan	5%
			HCI Water Products	5%
			HCI Pro Step	4%
			Jacob's Ladder	4%
			Versaclimber	0%
			Octane	10%
			Exercycle	5%
			EFI Sportstrainers	5%
			Nustep	0%
			Humane	5%
			Regupole America	5%
			RB Rubber Products	5%
			Supermats	5%
			Pauling	4%
			Mitchell	4%

Item	Approx. Qty.	Unit	Article and Description	Unit Price
			Item 011 Continued	
011			**(AP) Pacific**	**3%**
			Everlast	**3%**
			Mondo Flooring	**0%**
			Concept II	**0%**
			Schiek & Harbinger	**15%**
			Polar Electronics	**10%**
			Millikin Medical & Detector	**8%**
			Hogan Health	**5%**
			Power Systems	**0%**
			Monarch	**9%**
			Omron Digital Fat Scales	**0%**
			Keiser	**0%**
			Powervibe	**12%**
			Teutonic Vibration Products	**10%**
			Power Plate	**5%**
			(AV) Paris Outdoor Fitness, Playworld Systems	**(AV) 5%**
			(BB) Free Motion, Paramount, TKO	**(BB) 25%**
			(BC) GameTime	**(BC) 5%**
			SportsPlay	**11%**
			LA Steelcraft	**11%**
012		%	Group 6: Weight Training & Fitness equipment & supplies. Discount "Category B" - Catalog Discounts Discount from Published Catalog Prices: Catalog Name:	
			(AK) Flaghouse PE & REC	**(AK) 10%**
			(AL) Garden Swartz Team Sales (Most Current Issue)	**(AL) Zero**
			(AP) BH Fitness	**(AP) 20% - 25%**
			Lifecore	**15% - 30%**
			Vision	**15%**
			True	**5%-13%**
			Landice	**12%**
			Scifit	**5% - 11%**
			Shwinn	**10%**
			Nautilus	**10%**
			Cybex & Aerobics Cybex & Aero	**8%**
			Stair Mstr/Quinton	**5% - 10%**
			Prospot	**30%**
			Vision Strength	**20%**
			Universal	**20%**
			Hoist HF – Series	**12%**
			Vectra	**12%**
			Torque Strength	**12%**
			Proelite	**10%**
			Body Solid	**10%**
			York	**10%**
			Hoist CF & Other Series	**6%**
			Cybex All Lines Except Eagle	**5%**
			Body Power	**5%**
			Cybex Eagel Series	**3%**
			Freemotion	**2%**
			Matrix & Technolgym	**2%**
			China Arts Products (Cap)	**10%**
			UMAX & Body Solid	**5%**

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
			Item 012 Continued	
012			(AP) Body Power	5%
			Iron Grip	5%
			Cemco	5%
			Hampton	5%
			Intellbell & Ivanko	5%
			Vision Fitness	15%
			Waters Fitness	10%
			Cybex	8%
			Keiser	4%
			First Degree	5%
			Hogan	5%
			HCI Water Products	5%
			HCI Pro Step	4%
			Jacob's Ladder	4%
			Versaclimber	0%
			Octane	10%
			Exercycle	5%
			EFI Sportstrainers	5%
			Nustep	0%
			Humane	5%
			Regupole America	5%
			Rb Rubber Products	5%
			Supermats	5%
			Pauling	4%
			Mitchell	4%
			Pacific	3%
			Everlast	3%
			Mondo Flooring	0%
			Concept II	0%
			Schiek & Harbinger	15%
			Polar Electronics	10%
			Millikin Medical & Detector	8%
			Hogan Health	5%
			Power Systems	0%
			Monarch	9%
			Omron Digital Fat Scales	0%
			Keiser	0%
			Powervibe	12%
			Teutonic Vibration Products	10%
			Power Plate	5%
			(BA) Champion Sports	(BA) 20%
			Athletic Connection	5%
			(BB) Paramountfitness.com, Freemotionfitness.com, TKO.com	(BB) 25%

Item	Approx. Qty.	Unit	Article and Description	Unit Price
013		%	**Group 7: Swimming Pool & Diving equipment & supplies - Not to include chemicals.**	
			Discount "Category A" - "Name Brand" Merchandise	
			Name Brands offered:	
			Discount from Manufacturer's Suggested Retail Prices:	
			(AD) Aqua Creek	**(AD) 15%**
			BECS Technology	**10%**
			Engineered Treatment Systems	**10%**
			Lochinvar	**10%**
			Palintest	**10%**
			Patagon Aquatics	**20%**
			(AE) Avalanche, Waterslides, Playtime, Water	**(AE) 5%**
			(AF) Vortex	**(AF) 3 – 5%**
			(AS) Miracke Recreation	**(AS) 5%**
			(AW) AllChem Industries	**(AW) 35%**
			Aquatic Accesss	**5%**
			Aquionics	**5%**
			Astral	**5-10%**
			Aurora	**10%**
			Benjamin Moore	**2%**
			Burkert	**5%**
			Cantar	**10%**
			CAT Controllers	**5%**
			Chlor-King	**5%**
			Clear Water Tech LLC	**5%**
			Colorado Timing	**5%**
			Competitor	**5%**
			Dri-Dek	**5%**
			Dolphin	**10%**
			EPD Wearness, Inc.	**10%**
			Empex	**5%**
			Eureka	**5%**
			GF Signet	**5%**
			Hanovia	**5%**
			UV	**5%**
			Hayward	**10%**
			Hydropure Technologies, Inc.	**10%**
			H2 Flow	**5%**
			H20 Innovations	**5%**
			Inlays, Inc.	**5%**
			Kelley	**5%**
			LMI	**5%**
			Lochinvar	**5%**
			Loop-Loc	**5%**
			Mer-Made	**10%**
			Mueller Steam	**5%**
			Nature Corporation	**5%**
			Nemato	**5%**
			Naptune Benson	**5%**
			Nirbo	**5%**
			Omega	**5%**
			Paco	**5%**

Item	Approx. Qty.	Unit	Article and Description	Unit Price
			Item 013 Continued	
013			**(AP) Palintest**	**10%**
			Paragon Aquatics	**5%**
			Pentair	**5%**
			Prominent	**5%**
			Pulsafeeder	**5%**
			Ramuc	**5%**
			Renosys	**5%**
			Rheem/Raypak	**5%**
			SBControls	**5%**
			Siemens Technologies	**5%**
			Siemens Products	**5%**
			SR Smith	**5 – 10%**
			Sta-Rite	**5 – 10%**
			Stenner	**30%**
			STINGL	**5%**
			Teledyne-Laars	**5%**
			Universal Filtration	**10%**
			Zodiac	**5%**
			(BC) GT-GTH20	**(BC) 5%**
014		%	Group 7: Swimming Pool & Diving equipment & supplies -Not to include chemicals. Discount "Category B" – Catalog Discounts Discount from Published Catalog Prices: Catalog Name:	
			(AK) Flaghouse PE & REC	**(AK) 10%**

Item	Approx. Qty.	Unit	Article and Description	Unit Price
015		%	Group 8: Playground Equipment i.e. swing sets, slides, teeter-totters, etc. Not to include Park Furnishings. Discount "Category A" - "Name Brand" Merchandise Name Brands offered: Discount from Manufacturer's Suggested Retail Prices:	
			(AA) BCI, Burke, Kidstuff, Sports Play	**(AA) 12 – 13%**
			(AB) Playcraft Systems	**(AB) 10 – 15%**
			(AE) Pierceton, Dynamo, Playscape H20, Park Pets, Childforms	**(AE) 5%**
			(AF) Kompan	**(AF) 7-10%**
			Goric	**5%**
			UPC	**5%**
			LA Steelcraft	**10%**
			Jensen Swing	**10%**
			Xccent	**10%**
			Cre8Play	**7%**
			Vortex	**3 - 5%**
			Childforms	**10%**
			Greenfield	**5%**
			(AG) Landscape Structures, SportsPlay	**(AG) 4%**
			(AP) Creative Playthings	**(AP) 5%**
			(AS) Miracle Recreation, Nexus, Hags	**(AS) 5 – 15%**
			(AV) Playworld Systems, Jensen, Action Play Systems, Park Pets & Boulders, USA Shade	**(AV) 5%**
			(AY) Childforms, RCI, Play & Park	**(AY) 5 – 10%**
			(BC) GameTime	**(BC) 5%**
			Snug Play	**5%**
			LA Steelcraft	**11%**
			Ultra Play	**11%**
016		%	Group 8: Playground Equipment i.e. swing sets, slides, teeter-totters, etc. Not to include Park Furnishings. Discount "Category B" - Catalog Discounts Discount from Published Catalog Prices: Catalog Name:	
			(AB) Playcraft Systems	**(AB) 10 – 15%**
			(AG) Landscape Structures, SportsPlay	**(AG) 4%**
			(AK) Flaghouse PE & REC	**(AK) 10%**
			(AR) Kaplan Early Learning Co	**(AR) 6%***
			(AX) Discount Sports & PE Supplies	**(AX) 14%**

Item	Approx. Qty.	Unit	Article and Description	Unit Price
017		%	Group 9: Bleachers & Scoreboards.	
			Discount "Category A" – "Name Brand" Merchandise	
			Brand Name offered:	
			Discount from Manufacturer's Suggested Retail or Posted Prices:	
			(AA) Interkal, Outdoor Allimincom, Dant Clayton, First Team, All American, Gym Bleacher, Board	(AA) 11 – 33%
			(AE) Bison, Bleachers International, Perm-Cap, Sturdisteel, CBS	(AE) 5%
			(AG) Kay Park, Gared Sports	(AG) 5%
			(AQ) NRS	(AQ) 5%
			(AS) Miracle Recreation	(AS) 5%
			(AT) Nevco, Inc.	(AT) 5 – 7%
			(AV) PW Athletic, National Recreaction Systems, Paris Manufacturing	(AV) 5%
			(AY) NRS	(AY) 5%
			(BC) GT Grandstands	(BC) 5%
			NATL. REC Systems	5%
			LA Steelcraft	11%
018		%	Group 9: Bleachers & Scoreboards	
			Discount "Category B" - Catalog Discounts	
			Discount from Published Catalog Prices	
			Catalog Name:	
			(AG) Kay Park	(AG) 5%
			(AK) Flaghouse PE & REC	(AK) 10%
			(AL) Garden Swartz Team Sales (Most Current Issue)	(AL) Zero
			(AO) Telescopic Seating	(AO) 30%
			(AV) Athletic Connection	(AV) 5%
			(AX) Discount Sports & PE Supplies	(AX) 14%
			(BC) Kaypark	(BC) 5%
019		%	Group 10: Athletic Trophies, Plaques, Awards & Ribbons Discount	
			Category A-"Name Brand" Merchandise	
			Name Brands offered:	
			(AC) F&H	(AC) 10%
			Airflyte & Classics	20%
			Discount from Manufacturer's Suggested Retail Prices Or Posted Prices	

Item	Approx. Qty.	Unit	Article and Description	Unit Price
020		%	Group 10: "Athletic Trophies" Discount "Category B" - Catalog Discounts Discount from Published Catalog Prices: Catalog Name: **(AC) Airflyte - Classics (Corporate & Sports)** **(AX) Discount Sports & PE Supplies**	 **(AC) 20%** **(AX) 14%**
			"Plaques", Discount from Published Catalog Prices Catalog Name: **(AC) Airflyte - Classics Corporate & Sports**	 **(AC) 20%**
			"Awards", Discount from Published Catalog Prices Catalog Name: **(AC) Airflyte & Classics** **(AX) Discount Sports & PE Supplies**	 **(AC) 20%** **(AX) 14%**
			"Ribbons", Discount from Published Catalog Prices Catalog Name: **(AC) F&H** **(AX) Discount Sports & PE Supplies**	 **(AC) 10%** **(AX) 14%**
021		Ea	Ribbon Imprinting charge per character	**(AC) N/C Included in Price of Ribbons**
022		Ea	Engraving charge per character	**(AC) $0.10**
023		%	Group 11: Athletic Lockers Discount "Category A" –"Name Brand" Merchandise Brand Name offered: Discount from Manufacturer's Suggested Retail Prices or Posted Prices: **(AA) Worley** **(AI) Penco** **(AY) Masterlock, DeBourgh, GSS, Lyon**	 **(AA) 10 – 30%** **(AI) 25%** **(AY) 20%**
024		%	Group 11: Athletic Lockers Discount "Category B" -Catalog Discounts Discount from Published Catalog Prices: Catalog Name: **(AK) Flaghouse PE & REC** **(AL) Garden Swartz Team Sales (Most Current Issue)** **(AV) Athletic Connection**	 **(AK) 10%*** **(AL) Zero** **(AV) 5%**

Item	Approx. Qty.	Unit	Article and Description	Unit Price
025		%	"Category A" Vendors Only Discount from posted prices for miscellaneous items not commonly offered by brand name (i.e. nets, hardware, training supplies, etc.).	
			(AA) Fisher Tracks, Advantage Courts	**(AA) 18%**
			(AF) Kompan	**(AF) 7 - 10%**
			Goric	**5%**
			UPC	**5%**
			LA Steelcraft	**10%**
			Jensen Swing	**10%**
			Xccent	**5%**
			Cre8play	**7%**
			Vortex	**3-5%**
			Childforms	**10%**
			Greenfield	**5%**
			SpectraTurf	**5%**
			Pebble-Flex	**3%**
			Zeager	**7%**
			PlaySafer	**5%**
			Xgrass	**5%**
				(AI) 15%
			(AK) Flaghouse PE & REC	**(AK) 10%**
			(AS) Miracle Recreation, Nexus, Hags	**(AS) 5 – 15%**
			(AV) Pierceton Rubber, SafeSurf, Field Turf, International Mulch	**(AV) 5%**
			(AX) Discount Sports & PE Supplies	**(AX) 14%**
				(AY) 5%
				(BB) 25%
026		Hr	Installation, when required. Installation must be performed by properly licensed technician(s), if required, and must conform to the consumer products safety commission handbook for public playground safety, ASTM Standard F1487-95 (excluding surfacing requirements), or other applicable standards. scope of work will be established by ordering agency upon placement of order and may include, but is not limited to, unpacking, erection, calibration, all necessary site cleanup, and instruction of user personnel. Satisfactory performance of this work is the responsibility of the supplying vendor. See "Playground Equipment" paragraph in specifications for more information".	**(AA) $40.00** **(AG) $43.00/Hr** **(AH) $38.00** **(AI) $35.00 Per Man Hour** **(AM) $35.10** **(AO) $40.00** **(AU) $27.00/hr** **(AW) $85.00** **(AY) $40.00**
027		Ea	Same As Item 26 For Projects Over $60,000.00	**(AA) $49.00** **(AG) $49.00/Hr** **(AH) $44.00** **(AI) $35.00 Per Man Hour** **(AM) $40.00** **(AO) $38.00** **(AU) $27.00/hr** **(AY) $45.00**

Item	Approx. Qty.	Unit	Article and Description	Unit Price
028		Ea	Removal Of Playground Equipment Projects Under $60,000.00	**(AG) $30.00/Hr** **(AH) $36.00** **(AI) $35.00 Per Man Hour** **(AM) $39.00** **(AU) $27.00/hr** **(AY) $30.00**
029		Ea	Removal Of Playground Equipment Projects Over $60,000.00	**(AA) $49.00** **(AG) $35.00/Hr** **(AH) $42.00** **(AI) $35.00 Per Man Hour** **(AM) $40.00** **(AU) $27.00/hr** **(AY) $35.00**

Item	Approx. Qty.	Unit	Article and Description	Unit Price
030			Website Address: (AA) www.aKsalesandconsulting.com (AB) www.allaroundrec.com (AC) www.allsportstrophies.net (AE) Adams – www.adamusa.com Avalanche Waterslides – www.avalanchewaterslides.com Bison, Inc. – www.bisoninc.com Bleachers International – www.getseating.com CBS Constructors – www.cbscontractors.com Perma Cap – www.craneseating.net Douglas Industries – www.douglasindustries.com Goalsetter – www.goalsetter.com Playtime, Inc. – www.playtime.com Ramparts – www.skateramparts.com Scoremaster – www.scoremaster.com Sof'Solutions = www.sof-solutions.com SofSurfaces – www.sofsurfaces.com Southwest Soils – www.southwestsoils.com Spectraturf – www.spectraturf.com Sturdisteel – www.sturdisteel.com Murdock Supersecure – www.murdock-supersecur.com Surface America – www.surfaceamerica.com Water Odyssey – www.waterodyssey.com (AF) www.Creativerecdesigns.com www.Kompan.com www.Goric.com www.UniversalPrecast.com www.Lasteelcraft.com www.Jensenswing.com www.Xccentplay.com www.Cre8play.com www.Vortoxintt.com www.Childforms.com www.Gfoutdoorfitness.com www.Spectraturf.com www.Pebbleflex.com www.Zeager.com www.Xgrass.com (AG) www.exerplay.com (AI) www.facilitybuild.com (AJ) www.Fibar.com (AK) www.flaghouse.com (AN) www.hmfit.com (AO) www.institutionalproductsllc.com (AP) www.thefitnesssuperstore.com (AR) www.Kaplanco.com (AS) www.Miracle-Recreation.com (AT) www.Nevco.com (AV) www.playwellgroup.com (AW) www.PoolProLLC.com (AX) www.SSWW.com (AY) www.seinm.com (AZ) www.Sofsurfaces.com (BB) www.ThunderFitness.com (BC) www.triplemrec.com www.gametime.com	

Item	Approx. Qty.	Unit	Article and Description	Unit Price
031		%	Group 8: Playground Equipment i.e. play structures, climbers, swing sets, slides and independent play-structures, etc. Discount "Category A" - "Name Brand" Catalog Discounts to include special architectural designs and engineering. Does not include Park Site Furnishings. Playground equipment must have UV-stabilized color coatings and shall meet all ADA, ASTM, CPSC and CSA playground standards (percentage discount off list price).	
			Discount shall be from:	**(AA) 12 – 13%** **(AE) 5%** **(AF) 2011 Price Schedule**
			(AF) Kompan	**7-10%**
			UPC	**5%**
			LA Steelcraft	**10%**
			Jensen Swing	**10%**
			Xccent	**10%**
			Cre8play	**7%**
			Vortex	**3 – 5%**
			Childforms	**10%**
			Greenfield	**5%**
				(AG) 4% **(AI) MSRP 15%** **(AQ) 10%** **(AS) 5 – 15%** **(AV) 5 – 30%**
			(BC) Everlast	**(BC)5%**
			UPLAY	**5%**
			SportsPlay	**11%**
			GameTime	**15%**
			Dated:	**(AA) 1/1/2011** **(AE) 8/25/2011** **(AF) 8/30/2011** **(AG) 2011** **(AI) 5/3/2007** **(AQ) 2011** **(BC) 2011**

Manufacturer:
(AA) Kiostuff, Sportsplay
(AE) Pierceton, Dynamo, Playscape H20, Park Pets, Childforms
(AF) Kompan, UPC, LA Steelcraft, Jensen Swing, Xccent, Cre8play, Vortex, Childforms, Greenfield
(AG) Landscape Structures
(AI) 1. Goric; 2. BCI Burke
(AQ) Brewers, Sportsplay
(AS) Miracle, Hags, Nexus
(AV) Playworld Systems, Cre8Play
(BC) Everlast, UPLAY, SportsPlay, GameTime
Supplier warrants and guarantees all parts and accessories purchased under this Price Agreement, in accordance with the manufactures policy. All charges must be taken from the above stated price schedule.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
032		%	Group 9: Playground equipment i.e. playstructures, climbers, swing sets, slides and independent play-structures, etc. Discount "Category B" - Catalog Discounts to include special architectural designs and engineering. Does not include Park Site Furnishings. Playground equipment must have UV-stabilized color coatings and shall meet all ADA, ASTM, CPSC and CSA playground standards (percentage discount off list price). Discount shall be from:	**(AG) 4%** **(AR) 6%***
			Dated:	**(AG) 2011** **(AR) Current Kaplan Outdoor Catalog**
			Manufacturer: **(AG) Landscape Structures** **(AR) Kaplan Early Learning Co** Supplier warrants and guarantees all parts and accessories purchased under this Price Agreement, in accordance with the manufactures policy. All charges must be taken from the above stated price schedule.	
033	Sq. Ft	%	Group 8 + 9: discount offered on all Interlocking Playground Safety Surface Tiles to include special architectural designs. Only rubber that is free of metal and shall be non-allergenic, fire-retardant, UV-stabilized color coatings. Shall meet all ADA, ASTM, CPSC and CSA playground surfacing standards (percentage discount off list price). Discount shall be from: **(AF) SpectraTurf PlaySafer Rubber Shrod**	**(AE) 5%** **(AF) 2011 Price Schedule** **(AI) MSRP 10%** **(AV) 5 – 25%** **(AY) 5%** **(BC) 5%**
			Dated:	**(AE) 8/25/2011** **(AF) 8/30/2011** **(AI) 5/3/2007** **(AY) 2011 – 2012** **(BC) 2011A**
			Manufacturer: **(AE) Spectraturf, Sof'surfaces** **(AF) SpectraTurf, PlaySafer** **(AI) G-Flex** **(AV) SofSurfaces** **(AY) Surface America** **(BC) GT-GTIMPAX** Supplier warrants and guarantees all parts and accessories purchased under this Price Agreement, in accordance with the manufacture policy. All charges must be taken from the above stated price schedule.	

Item	Approx. Qty.	Unit	Article and Description	Unit Price
034	Sq. Ft	%	Group 8 + 9: discount offered on all Natural Wood Fiber Playground Safety Surfaces. Shall meet all ADA, ASTM, CPSC and CSA playground surfacing standards. (Percentage discount off list price). Discount shall be from: **(AG) GroWell, SW Soils**	**(AA) 8%** **(AE) 5%** **(AG) 5%** **(AI) MSRP 10%** **(AJ) 10 - 65%** **(AM) 5%** **(AQ) 5%** **(AV) 5%** **(BC) 5%**
			Dated: **(AG) GroWell & SW Soils**	**(AA) 1/1/2011** **(AE) 8/25/2011** **(AG) 2011, Custom Quotes** **(AI) 5/3/2007** **(AJ) 1/1/2011** **(AM) 9/1/2011** **(AQ) 2011** **(BC) 2011A**
			Manufacturer: **(AE) Southwest Soils** **(AG) GroWell, SW Soils** **(AI) Zeager Brothers, Inc** **(AJ) The Fibar Group, LLC** **(AM) Fibar** **(AQ) Gro-well** **(AV) Zeager, GroWell, SafeSurf, Southwest Soils** **(BC) GT-GTIMPAX, Grow Well** Supplier warrants and guarantees all parts and accessories purchased under this Price Agreement, in accordance with the manufactures policy. All charges must be taken from the above stated price schedule.	

Item	Approx. Qty.	Unit	Article and Description	Unit Price
035	Sq. Ft	%	Group 8 + 9: discount offered on all Poured-in-Place Rubber Playground Safety Surfaces to include special architectural designs. Only rubber that is free of metal and shall be non-allergenic, fire-retardant, UV-stabilized color coatings. (no exceptions). Shall meet all ADA, ASTM, CPSC and CSA Playground Surfacing Standards. (Percentage Discount Off List Price). Discount shall be from:	
				(AF) 2011 Price Schedule
			(AF) Pebble-Flex	**3%**
			PlaySafer Rubber Shrod	**5%**
			Xgrass Synthatic Turf	**5%**
			(AG) Flexground, VitriTurf, SofSurfaces	**(AG) 5%**
				(AI) MSRP 10%
				(AV) 5%
				(AY) 5%
				(AZ) 25%
				(BC) 5%
			Dated:	**(AF) 8/30/2011**
				(AG) Custom Quotes
				(AI) 5/3/2007
				(AY) 2011 – 2012
				(AZ) 12-Sep-11
				(BC) 2011A
			Manufacturer: **(AF) Pebble-Flex, PlaySafer, Xgrass** **(AG) Flexground , VitriTurf** **(AI) G-Flex** **(AV) TotTurf** **(AY) Surface America** **(AZ) SofSurfaces, Inc.** **(BC) GT-GTIMPAX** Supplier warrants and guarantees all parts and accessories purchased under this Price Agreement, in accordance with the manufactures policy. All charges must be taken from the above stated price schedule.	

Item	Approx. Qty.	Unit	Article and Description	Unit Price
036	Sq. Ft	%	Group 8 + 9: discount offered an all Poured-in-Place Rubber Playground Safety Surfaces to include special architectural designs. Only rubber that is free of metal and shall be non-allergenic, fire-retardant, UV-stabilized color coatings. (No exceptions). Shall meet all ADA, ASTM, CPSC and CSA playground surfacing standards. (Percentage discount off list price).	
			Discount shall be from:	**(AE) 5%** **(AF) 2011 Price Schedule**
			(AF) SpectraTurf	**5%**
			Pebble-Flex	**3%**
			PlaySafer Rubber Shrod	**5%**
			Xgrass Synthatic Turf	**5%**
			(AG) Flexground, VitriTurf, SofSurfaces	**(AG) 5%** **(AI) MSRP 10%** **(AV) 5%** **(AY) 5%**
			Dated:	**(AE) 8/25/2011** **(AG) Custom Quotes** **(AI) 5/3/2007** **(AY) 2011 – 2012**
			Manufacturer: **(AE) Spectraturf** **(AF) SpectraTurf, Pebble-Flex, PlaySafer, Xgrass** **(AG) Flexground , VitriTurf, SofSurfaces** **(AI) G-Flex** **(AV) TotTurf** **(AY) Surface America** Supplier warrants and guarantees all parts and accessories purchased under this Price Agreement, in accordance with the manufactures policy. All charges must be taken from the above stated price schedule.	

Item	Approx. Qty.	Unit	Article and Description	Unit Price
037		%	Group 8 + 9: Discount Offered On All Skate Park Modular Playground Configurations to include all skate park type ramps, jump boxes, skate rails and all special architectural designs and engineering. Only riding surfaces that are fabricated from steel plate and shall have a yield point of no less than 36,000 and a PSI Tensile Strength of no less than 58,000-80,000, fire-retardant, UV-stabilized color coatings. Shall meet all ADA, ASTM, CPSC and CSA playground surfacing standards (percentage discount off list price.)	
			Discount shall be from:	**(AG) 4%** **(AI) MSRP 5%** **(AV) 5%**
			Dated:	**(AG) 2011** **(AI) 5/3/2007**
			Manufacturer: **(AG) Skate Wave** **(AI) Sk8 Park International** **(AV) Ramparts** Supplier warrants and guarantees all parts and accessories purchased under this Price Agreement, in accordance with the manufactures policy. All charges must be taken from the above stated price schedule.	

(AK) *16% + applicable charges will be added to the discount.

(AR) *Applicable Freight cost will be added to all orders for playground equipment. Installation not included.
****Discount & Free Standard Shipping on orders of $100 or more; Discount applied to current catalog pricing in effect when order is placed. Exclusions apply, see enclosure.**
*****Discount applied to current Outdoor Catalog Pricing with applicable freight cost added for all playground equipment. Installation not included.**

*** 35 Items Awarded ***