




The Purchasing Memo

Date: March 28, 2025

To: Mark Scott, City Manager

From: Scott Overlie, Parks and Open Space Division Project Manager 

Via: Regina Wheeler, Public Works Department Director 

Melissa McDonald, Parks and Open Space Division Director 

Subject: Resolana Park Tot Lot installation

Vendor Name: Playcore Wisconsin, Inc. dba GameTime c/o Altitude Recreation

Munis Vendor Number: 10127

ACTION:

Request for Approval of a Construction Contract with Playcore Wisconsin, Inc. dba GameTime c/o Altitude Recreation in the Total Amount of \$161,432.14 Including NMGR for the Installation of New Playground Equipment for a Two-Year Term.

CONTRACT NUMBER:

The Munis contract number is 3250501.

BACKGROUND AND SUMMARY:

In 2024, the City of Santa Fe secured Legislative funding for various parks and trail improvements, including the installation of new Tot Lot playground equipment. Resolana Park has been selected as the site for this new equipment. In accordance with city ordinance, an Early Neighborhood Notification meeting was held on December 17, 2024, to gather community input on the project. Construction is scheduled to begin in April 2024 and is expected to be completed by June 2025.

ATTACHMENTS:

General Services Contract
Vendor's Quote / Procurement document: Statewide Price Agreement
Certificate of Liability Insurance
Horizons declination
CPO Service Determination Email

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: PRKSTRLS/355

Munis Org Name/Number: PrksTrails/3559980

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 05/01/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

The Master Agreement, established and maintained by the State of New Mexico General Services Dept. Purchasing Division, Statewide Price Agreement #30-00000-23-00086AK which expires on 12/31/2026

Chief Procurement Officer (CPO) / Designee: [Signature] **Date:** 05/01/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☒ Yes | ☐ No

If yes, what is the issuing agency: NMDFA 21-F2900

Approval: ERIKALUJAN ERIKALUJAN (Apr 24, 2025 15:41 MDT) **Title:** Grants Manager **Date:** 04/24/2025

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number: PRK2435501

Approval: Josia Bolden **Title:** Controller **Date:** 04/25/2025

Comment/Exceptions: _____

CITY OF SANTA FE
CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Playcore Wisconsin, Inc. dba GameTime c/o Altitude Recreation**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS the Chief Procurement Officer (CPO) has determined that this contract qualifies as a “small purchase” under the procurement code, NMSA 1978,

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for the installation of new playground equipment and safety surfacing as described in Exhibit A.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: Resolana Park New Playground Equipment

C. City Department: Public Works, Parks and Open Space Division

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed One Hundred Forty Nine Thousand Two Hundred Fifteen Dollars and Fifteen

cents (\$149,215.15), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

| | |
|------------------------------|--------------|
| Gross Receipts Tax (8.3125%) | \$12,216.99 |
| <i>Base Bid plus NMGR</i> | \$161,432.14 |

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed One Hundred Sixty-One Thousand Four Hundred Thirty Two Dollars and Fourteen cents (\$161,432.14). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. .

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts.** This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **two (2) years from date of final signature**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

4. Termination

- A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.
- B. Notice; City Opportunity to Cure.
- 1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 - 3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.
- C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. Once the manufacturing of goods required for the Work commences, goods may only be canceled with Contractor's consent on terms that indemnify Contractor against loss. Completed "manufactured-for-project" goods shall not be canceled. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.

5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body for the following Fiscal Year, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

- 1) Deliverable requirements, as outlined in the Scope of Work;
- 2) Due date of any Deliverable, as outlined in the Scope of Work;
- 3) Compensation of any Deliverable, as outlined in the Scope of Work;
- 4) Contract compensation, as outlined in Article 2; or
- 5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

- 1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
 - (a) the name of the person requesting the change;
 - (b) a summary of the required change;
 - (c) the start date for the change;
 - (d) the reason and necessity for change;
 - (e) the elements to be altered; and
 - (f) the impact of the change.
2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

16. Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico General Services Dept. Purchasing Division, Statewide Price Agreement #30-00000-23-00086AK, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of,

or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds, during and until the completion of Contractor's scope of work. Independent subcontractor performing onsite operations will provide additional insured status for both ongoing and completed operations.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured, during and until the completion of Contractor's scope of work, and provide for 30 days cancellation notice via blanket policy endorsements furnished by Contractor. Such certificate shall

also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments

23. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

26. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Melissa McDonald, Parks and Open Space Director
1142 Siler Rd., Bldg. C
Santa Fe, NM 87505
505-303-9502
mamcdonald@santafenm.gov

To the Contractor: Playcore Wisconsin dba Altitude Recreation- Gametime
Attn. Ron Romero
720 Austin Ave., Ste. 203
Erie, CO 80516
505-382-676
rromero@altituderec.com

28. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Progress Payments

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Final Payment

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be

of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. General and Special Provisions

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:


Mark Scott (May 1, 2025 17:29 MDT)
MARK SCOTT, CITY MANAGER

DATE: 04/30/2025


DOUG JOHANNSEN, MANAGING PARTNER

DATE: Mar 21, 2025

NMBTIN#: 01760531008

ATTEST:


ANDREA SALAZAR (May 2, 2025 15:52 MDT)
ANDREA SALAZAR, CITY CLERK 

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Mar 21, 2025 11:26 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


EMILY OSTER, FINANCE DIRECTOR



PO BOX 680121
FORT PAYNE, AL 35968
www.GAMETIME.COM
800-235-2440

01/08/2025
Quote #
105198-01-02

RESOLANA PARK

CITY OF SANTA FE
Attn: SCOTT OVERLIE
PO BOX 909
SANTA FE, NM 87504
United States
Phone: 505-231-3194
SAOVERLIE@SANTAFENM.GOV

Ship to Zip 87504

EXHIBIT A

| Quantity | Part # | Description | Unit Price | Amount |
|----------|--------|---|--------------|--------------|
| 1 | 178749 | GameTime - Owner's Kit | \$92.08 | \$92.08 |
| 1 | RDU | GameTime - PS24017- DIXIE DEPOT | \$137,602.22 | \$137,602.22 |
| | | (1) 8666 -- 90 Deg Caterpillar F/S | | |
| | | (2) 26094 -- Triangular Shroud | | |
| | | (1) 36011 -- Worm Hole Link | | |
| | | (1) 36020 -- Single Upright Support W/Step | | |
| | | (1) 36030 -- Single Link Cross Beam Powerscape Plus | | |
| | | (6) 80000 -- 49" Sq Punched Steel Deck | | |
| | | (1) 80082 -- Slide Transfer | | |
| | | (1) 80687 -- Handhold/Kick Plate Pkg | | |
| | | (2) 81666 -- Fun Seat | | |
| | | (1) 81669 -- Hand Cyder | | |
| | | (1) 81686 -- Locomotive | | |
| | | (1) 81695 -- Train Whistle | | |
| | | (1) 81696 -- Crunch Bar (Ps 2-5) | | |
| | | (1) 81699 -- Bongos | | |
| | | (2) 90021 -- 2'-0" Transfer System W/ Barrier | | |
| | | (1) 90042 -- 4' Bubble Climber | | |
| | | (1) 90138 -- 4' Vert Wall Climber | | |
| | | (1) 90244 -- 4' & 4'-6" Chain Link Climber | | |
| | | (1) 90249 -- 2' Leaning Wall Climber | | |
| | | (2) 90265 -- 7' Upright, Alum | | |
| | | (2) 90266 -- 8' Upright, Alum | | |
| | | (2) 90267 -- 9' Upright, Alum | | |
| | | (8) 90268 -- 10' Upright, Alum | | |
| | | (7) 90272 -- 14' Upright, Alum | | |
| | | (2) 90273 -- 15' Upright, Alum | | |
| | | (3) 90306 -- Climber Archway W/Socket & Barrier | | |
| | | (1) 90317 -- Toad Stool Climber | | |
| | | (1) 90344 -- 2' & 2'-6" Clover Leaf Climber | | |
| | | (1) 90366 -- Sloped Funnel Climber W/Barrier | | |
| | | (2) 90465 -- Train Cabin Panel | | |



PO BOX 680121
FORT PAYNE, AL 35968
www.GAMETIME.COM
800-235-2440

01/08/2025
Quote #
105198-01-02

RESOLANA PARK

| Quantity | Part # | Description | Unit Price | Amount |
|---|---------|--|------------------|---------------------|
| | | (1) 90504 -- 4' Single Zip Slide | | |
| | | (1) 90509 -- 5' Double Zip Slide, Std Dk | | |
| | | (2) 90584 -- 3'-6"/4' 90 Deg Funnel Bridge Bar 1 | | |
| | | (1) 90592 -- Ridge Climber (Single) | | |
| | | (5) 91139 -- Entryway - Barrier | | |
| | | (3) 91663 -- Umbra Square Roof | | |
| | | (2) 91684 -- Modern Tranfer Attachment -PS | | |
| | | (12) 91687 -- Umbra Roof Cap | | |
| | | (2) G90262 -- 4' Upright, Galv | | |
| | | (1) G90272 -- 14' Upright, Galv | | |
| | | (2) G90273 -- 15' Upright, Galv | | |
| 1 | INSTALL | ALTITUDE CONTRACTING - EQUIPMENT INSTALLATION | \$49,145.00 | \$49,145.00 |
| 1 | EWf | GT-Impax - BULK ENG WOOD FIBER SURFACING, 135 CY | \$4,175.00 | \$4,175.00 |
| 1 | INSTALL | ALTITUDE CONTRACTING - EWf INSTALLATION, 135 CY | \$2,090.00 | \$2,090.00 |
| 1 | AUDIT | Miscellaneous - 3RD PARTY PLAYGROUND AUDIT | \$1,300.00 | \$1,300.00 |
| Contract: NM STATE CONTRACT - 30-00000-23-00086 | | | Sub Total | \$194,404.30 |
| | | | Discount | (\$55,040.92) |
| | | | Freight | \$9,851.77 |
| | | | Tax | \$12,216.99 |
| | | | Total | \$161,432.14 |

Comments

OFFLOADING, STORAGE AND PRIVATE LOCATE BY OTHERS

Pricing: FOB Factory. Freight charges: Allowed & prepaid. Pricing valid for 30 days from the date of this quotation. Please request updated quote after 30 Days.

Taxes: Please add tax if applicable.

All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided.

If sales tax exempt, you must provide a copy of certificate to be considered exempt

Order Requirements: For the order to be processed please provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Payment terms: Net 30 days for tax supported governmental agencies. or Purchase Order made out to GAMETIME with credit approval. Retainage not accepted.

Orders under \$5,000 require payment with order. If you elect to pay by credit card a processing fee of 2.99% will be assessed on the amount of your payment.

You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due

upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred.



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01/08/2025
Quote #
105198-01-02

RESOLANA PARK

Shipment: Standard GameTime playground and furnishings order shall ship within 8-10 weeks, Custom Components or Panels 12-15 weeks, Vista Ropes Climbers 12-18 weeks, Standard Shades and Shelters 14-16 weeks, Surfacing 1-2 weeks, Victor Stanley 7-9 Weeks after GameTime's / Altitude Recreation's receipt and acceptance of your purchase order or receipt of deposit, if required. All orders remaining staged for shipment, with the manufacturer, after 10 business days, will be applicable to a minimum storage fee of \$125.00, as well as an additional \$125.00 per week, per order. The customer will be responsible to pay these fees once the equipment ships. Liftgate, Flatbed and Forklift requests would be additional charge (not included)

Delivery: Unless listed in the line items of this quote acceptance and offloading of equipment is not included. Customer will be responsible for setting up delivery appointments with carrier, providing adequate equipment and location for offloading. A forklift may be required. The freight carrier is instructed to call the designated customer contact 24 hours in advance of the delivery. Customer is responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Altitude Recreation immediately of any discrepancies, 1-800-235-2440.

Equipment Installation/Site work: Unless listed in the line items of this quote, equipment installation and any site work is not included. If Altitude Recreation is contracted for installation of any equipment or site work the following Terms and Conditions shall apply.

Accessibility: Customer agrees to permit free and timely access to the necessary areas of site to perform required services. Adequate access for machinery, equipment and storage of materials in and around site shall be maintained throughout the installation process. A 10' wide path in and out of the site and unloaded/storage of equipment to be within 100' of site.

Site: Unless listed in the line items of this quote Customer shall be responsible for having site prepared for equipment installation. The slope of the play pit walls or finished elevation within play pit shall not exceed 2% to ensure a successful installation and a compliant playground. All safety surfacing, drain rock and final subgrade prep must be done after playground installation. It is recommended that all final landscaping, fencing, sidewalks, etc. be completed after installation of equipment and/or surfacing. Altitude Recreation is not responsible for damage to grass, or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, Customer agrees to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided.

Demo, Removal, Excavation or Drilling: Unless listed in line items of this Quote Altitude Recreation is not responsible for repairing any landscaping in the area of the site work; including grass, flower beds etc. We are not responsible for any broken or damaged irrigation or drain systems including main irrigation lines, sprinklers, control boxes, drain lines, etc. that are not clearly marked. Altitude Recreation will call out 811 to mark the main utilities before the site work starts. Any secondary and/or private utilities are the customers responsibility to have marked before site work starts. Altitude Recreation is not responsible for any damaged secondary and/or private utilities where the site work is taking place if not clearly marked and documented. Once the site work starts and no secondary or private lines are marked the customer is liable for any damages to the utilities. We do not cover any asphalt repairs that may be needed due to heavy equipment being loaded or unloaded while working at the project site. Hard dig, rock removal, debris, poor drainage situations, etc., not readily apparent at time of providing this quote may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an additional charge to Customer.

Fencing/Site Security: Unless listed in the line items of this quote Customer shall be responsible for fencing the job site. Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is Customers responsibility to prohibit access to the site during this critical period. Altitude Recreation is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Traffic Control: Unless listed in the line items of this quote any traffic control that is needed for a project is the Customers responsibility.

Trash Removal: Unless listed in line items of this quote customer shall be responsible for trash removal. Customer shall either have a dumpster available onsite for installer to dispose of trash or haul it or themselves.

Mobilization: Unless listed in the line items of this quote only one mobilization is included any additional mobilization will be billed to customer at the rate of \$1,500 for each occurrence. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed for each occurrence.

PLAY CORE WISCONSIN INC ARIZONA CONTRACTORS LICENSE # ROC349583
ALTITUDE RECREATION ARIZONA CONTRACTORS LICENSE # ROC 339054
ALTITUDE RECREATION INC NEW MEXICO CONTRACTORS LICENSE GBA98 #417233



PO BOX 680121
FORT PAYNE, AL 35968
www.GAMETIME.COM
800-235-2440

01/08/2025
Quote #
105198-01-02

RESOLANA PARK

Exclusions: Unless specifically included, this quotation excludes all bonds, prevailing wages, permits, site work and landscaping, removal of existing equipment.

Acceptance of equipment and off-loading; storage of goods prior to installation, equipment assembly and installation; safety surfacing; borders and drainage provisions.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Purchase Amount: _____

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

SALES TAX EXEMPTION CERTIFICATE #: _____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors : _____

or Custom Color Selections as follows:

Upright: _____ Roto Plastic: _____

Accent Metal: _____ Decks: _____

HDPE: _____ 2 Color HDPE: _____

Rock: _____ Tube: _____

Plastic Roof: _____ Rope: _____

Shade Fabric: _____ Shade Metal: _____

Site Furnishing Frame: _____ Site Furnishing Coated Seat/Top: _____

Rubber Safety Surfacing: _____



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RESOLANA PARK

CITY OF SANTA FE
Attn: SCOTT OVERLIE
PO BOX 909
SANTA FE, NM 87504
United States
Phone: 505-231-3194
SAOVERLIE@SANTAFENM.GOV

Ship to Zip 87504

EXHIBIT A

| Quantity | Part # | Description | Unit Price | Amount |
|----------|--------|---|--------------|--------------|
| 1 | 178749 | GameTime - Owner's Kit | \$92.08 | \$92.08 |
| 1 | RDU | GameTime - PS24017- DIXIE DEPOT | \$137,602.22 | \$137,602.22 |
| | | (1) 8666 -- 90 Deg Caterpillar F/S | | |
| | | (2) 26094 -- Triangular Shroud | | |
| | | (1) 36011 -- Worm Hole Link | | |
| | | (1) 36020 -- Single Upright Support W/Step | | |
| | | (1) 36030 -- Single Link Cross Beam Powerscape Plus | | |
| | | (6) 80000 -- 49" Sq Punched Steel Deck | | |
| | | (1) 80082 -- Slide Transfer | | |
| | | (1) 80687 -- Handhold/Kick Plate Pkg | | |
| | | (2) 81666 -- Fun Seat | | |
| | | (1) 81669 -- Hand Cyder | | |
| | | (1) 81686 -- Locomotive | | |
| | | (1) 81695 -- Train Whistle | | |
| | | (1) 81696 -- Crunch Bar (Ps 2-5) | | |
| | | (1) 81699 -- Bongos | | |
| | | (2) 90021 -- 2'-0" Transfer System W/ Barrier | | |
| | | (1) 90042 -- 4' Bubble Climber | | |
| | | (1) 90138 -- 4' Vert Wall Climber | | |
| | | (1) 90244 -- 4' & 4'-6" Chain Link Climber | | |
| | | (1) 90249 -- 2' Leaning Wall Climber | | |
| | | (2) 90265 -- 7' Upright, Alum | | |
| | | (2) 90266 -- 8' Upright, Alum | | |
| | | (2) 90267 -- 9' Upright, Alum | | |
| | | (8) 90268 -- 10' Upright, Alum | | |
| | | (7) 90272 -- 14' Upright, Alum | | |
| | | (2) 90273 -- 15' Upright, Alum | | |
| | | (3) 90306 -- Climber Archway W/Socket & Barrier | | |
| | | (1) 90317 -- Toad Stool Climber | | |
| | | (1) 90344 -- 2' & 2'-6" Clover Leaf Climber | | |
| | | (1) 90366 -- Sloped Funnel Climber W/Barrier | | |
| | | (2) 90465 -- Train Cabin Panel | | |



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RESOLANA PARK

| Quantity | Part # | Description | Unit Price | Amount |
|---|---------|--|------------------|---------------------|
| | | (1) 90504 -- 4' Single Zip Slide | | |
| | | (1) 90509 -- 5' Double Zip Slide, Std Dk | | |
| | | (2) 90584 -- 3'-6"/4' 90 Deg Funnel Bridge Bar 1 | | |
| | | (1) 90592 -- Ridge Climber (Single) | | |
| | | (5) 91139 -- Entryway - Barrier | | |
| | | (3) 91663 -- Umbra Square Roof | | |
| | | (2) 91684 -- Modern Tranfer Attachment -PS | | |
| | | (12) 91687 -- Umbra Roof Cap | | |
| | | (2) G90262 -- 4' Upright, Galv | | |
| | | (1) G90272 -- 14' Upright, Galv | | |
| | | (2) G90273 -- 15' Upright, Galv | | |
| 1 | INSTALL | ALTITUDE CONTRACTING - EQUIPMENT INSTALLATION | \$49,145.00 | \$49,145.00 |
| 1 | EWf | GT-Impax - BULK ENG WOOD FIBER SURFACING, 135 CY | \$4,175.00 | \$4,175.00 |
| 1 | INSTALL | ALTITUDE CONTRACTING - EWf INSTALLATION, 135 CY | \$2,090.00 | \$2,090.00 |
| 1 | AUDIT | Miscellaneous - 3RD PARTY PLAYGROUND AUDIT | \$1,300.00 | \$1,300.00 |
| Contract: NM STATE CONTRACT - 30-00000-23-00086 | | | Sub Total | \$194,404.30 |
| | | | Discount | (\$55,040.92) |
| | | | Freight | \$9,851.77 |
| | | | Tax | \$12,216.99 |
| | | | Total | \$161,432.14 |

Comments

OFFLOADING, STORAGE AND PRIVATE LOCATE BY OTHERS

Pricing: FOB Factory. Freight charges: Allowed & prepaid. Pricing valid for 30 days from the date of this quotation. Please request updated quote after 30 Days.

Taxes: Please add tax if applicable.

All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided.

If sales tax exempt, you must provide a copy of certificate to be considered exempt

Order Requirements: For the order to be processed please provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
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Payment terms: Net 30 days for tax supported governmental agencies. or Purchase Order made out to GAMETIME with credit approval. Retainage not accepted.

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01/08/2025
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RESOLANA PARK

Shipment: Standard GameTime playground and furnishings order shall ship within 8-10 weeks, Custom Components or Panels 12-15 weeks, Vista Ropes Climbers 12-18 weeks, Standard Shades and Shelters 14-16 weeks, Surfacing 1-2 weeks, Victor Stanley 7-9 Weeks after GameTime's / Altitude Recreation's receipt and acceptance of your purchase order or receipt of deposit, if required. All orders remaining staged for shipment, with the manufacturer, after 10 business days, will be applicable to a minimum storage fee of \$125.00, as well as an additional \$125.00 per week, per order. The customer will be responsible to pay these fees once the equipment ships. Liftgate, Flatbed and Forklift requests would be additional charge (not included)

Delivery: Unless listed in the line items of this quote acceptance and offloading of equipment is not included. Customer will be responsible for setting up delivery appointments with carrier, providing adequate equipment and location for offloading. A forklift may be required. The freight carrier is instructed to call the designated customer contact 24 hours in advance of the delivery. Customer is responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Altitude Recreation immediately of any discrepancies. 1-800-235-2440.

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Permits: Unless otherwise required by law, Customer agrees to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided.

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Fencing/Site Security: Unless listed in the line items of this quote Customer shall be responsible for fencing the job site. Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is Customers responsibility to prohibit access to the site during this critical period. Altitude Recreation is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Traffic Control: Unless listed in the line items of this quote any traffic control that is needed for a project is the Customers responsibility.

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Mobilization: Unless listed in the line items of this quote only one mobilization is included any additional mobilization will be billed to customer at the rate of \$1,500 for each occurrence. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed for each occurrence.

PLAY CORE WISCONSIN INC ARIZONA CONTRACTORS LICENSE # ROC349583
ALTITUDE RECREATION ARIZONA CONTRACTORS LICENSE # ROC 339054
ALTITUDE RECREATION INC NEW MEXICO CONTRACTORS LICENSE GBA98 #417233



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01/08/2025
Quote #
105198-01-02

RESOLANA PARK

Exclusions: Unless specifically included, this quotation excludes all bonds, prevailing wages, permits, site work and landscaping, removal of existing equipment.

Acceptance of equipment and off-loading; storage of goods prior to installation, equipment assembly and installation; safety surfacing; borders and drainage provisions.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Purchase Amount: _____

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

SALES TAX EXEMPTION CERTIFICATE #: _____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors : _____

or Custom Color Selections as follows:

Upright: _____ Roto Plastic: _____

Accent Metal: _____ Decks: _____

HDPE: _____ 2 Color HDPE: _____

Rock: _____ Tube: _____

Plastic Roof: _____ Rope: _____

Shade Fabric: _____ Shade Metal: _____

Site Furnishing Frame: _____ Site Furnishing Coated Seat/Top: _____

Rubber Safety Surfacing: _____



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:

0000179475

PlayCore Wisconsin, Inc.

dba GameTime

150 Playcore Drive SE

Fort Payne, AL 35967

Contact: Clint Whiteside

Email: clint.whiteside@gametime.com

Telephone No.: [256-638-5914](tel:256-638-5914)

Number: **30-00000-23-00086AK**

NASPO Master Agreement: **PO-10700-00015861**

Amendment No.: **Two**

Term: **April 5, 2024 – December 31, 2026**

Ship To:

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

Procurement Specialist: **Kimberly A Hunt-Brown**

Telephone No.: **505-490-3152** **KAHB**

Email: **Kimberly.Hunt-Brown@gsd.nm.gov**

Invoice:

As Requested

Title: Park and Recreation Equipment and Installation

This 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 January 1, 2025 to December 31, 2026 at the same price, terms and conditions.

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

Dorothy Mendonca

Date: 12/10/2024

Dorothy Mendonca

New Mexico State Purchasing Agent

Certificate Of Completion

| | |
|--|--------------------------------|
| Envelope Id: 4020B5CD-FA41-4F1A-AF46-67FB62FBD778 | Status: Completed |
| Subject: 30-00000-23-00086AK Park (ETC) - PlayCore WI A002 FINAL | |
| Source Envelope: | |
| Document Pages: 1 | Signatures: 1 |
| Certificate Pages: 5 | Initials: 2 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Kimberly A Hunt-Brown |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada) | 1100 S Saint Francis Dr |
| | Santa Fe, NM 87502 |
| | Kimberly.Hunt-Brown@gsd.nm.gov |
| | IP Address: 164.64.62.10 |

Record Tracking

| | | |
|--------------------------------------|-----------------------------------|--------------------|
| Status: Original | Holder: Kimberly A Hunt-Brown | Location: DocuSign |
| 12/10/2024 10:55:01 AM | Kimberly.Hunt-Brown@gsd.nm.gov | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: General Services Department | Location: DocuSign |

Signer Events

| Signer Events | Signature | Timestamp |
|--|--|--------------------------------|
| Vanessa LeBlanc | | Sent: 12/10/2024 10:56:59 AM |
| Vanessa.LeBlanc@gsd.nm.gov | | Viewed: 12/10/2024 11:03:23 AM |
| Bureau Chief | | Signed: 12/10/2024 11:03:46 AM |
| New Mexico General Services | | |
| Security Level: Email, Account Authentication (None) | Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10 | |

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM
ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

| | | |
|--|--|--------------------------------|
| Kimberly A Hunt-Brown | | Sent: 12/10/2024 11:03:47 AM |
| kimberly.hunt-brown@gsd.nm.gov | | Viewed: 12/10/2024 11:16:00 AM |
| New Mexico General Services | | Signed: 12/10/2024 11:16:04 AM |
| Security Level: Email, Account Authentication (None) | Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10 | |

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

| | | |
|--|--|--------------------------------|
| Dorothy Mendonca | | Sent: 12/10/2024 11:16:05 AM |
| dorothy.mendonca@gsd.nm.gov | | Viewed: 12/10/2024 11:24:40 AM |
| SPD Division Director / State Purchasing Agent | | Signed: 12/10/2024 11:24:44 AM |
| General Services Department | | |
| Signing Group: 35000 - State Purchasing Agent | Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10 | |
| Security Level: Email, Account Authentication (None) | | |

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM
ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |

| Certified Delivery Events | Status | Timestamp |
|--|------------------|------------------------|
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 12/10/2024 10:56:59 AM |
| Certified Delivered | Security Checked | 12/10/2024 11:24:40 AM |
| Signing Complete | Security Checked | 12/10/2024 11:24:44 AM |
| Completed | Security Checked | 12/10/2024 11:24:44 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:

0000179475

Playcore Wisconsin, Inc.

dba GameTime

150 Playcore Drive SE

Fort Payne, AL 35967

Contact: Clint Whiteside

Email: clint.whiteside@gametime.com

Telephone No. (256) 638-5914

Number: **30-00000-23-00086AK**

Amendment No.: **One**

Term: **April 5, 2024 – December 31, 2024**

Ship To:

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

Procurement Specialist: **Kimberly A Hunt-Brown**

Telephone No.: **(505) 490-3152** **KAHB**

Email: **Kimberly.Hunt-Brown@gsd.nm.gov**

Invoice:

As Requested

Title: Park and Recreation Equipment & Installation

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

Add the following Authorized Dealer:

0000179616

Altitude Recreation, Inc.

3762 Eureka Way, Unit A

Frederick, CO 80516

Contact: Ron Romero

Phone: (505) 382-6768

Email: rromero@altituderec.com

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

Dorothy Mendonca

Date: 4/22/2024

Dorothy Mendonca

New Mexico State Purchasing Agent

Certificate Of Completion

Envelope Id: 5876584FDED646E297DB35ADCF644A63

Status: Completed

Subject: 30-00000-23-00086AK PlayCore A001 FINAL

Source Envelope:

Document Pages: 1

Signatures: 1

Certificate Pages: 5

Initials: 2

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:

Kimberly A Hunt-Brown

1100 S Saint Francis Dr

Santa Fe, NM 87502

Kimberly.Hunt-Brown@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

4/18/2024 1:41:25 PM

Holder: Kimberly A Hunt-Brown

Kimberly.Hunt-Brown@gsd.nm.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Vanessa LeBlanc

Vanessa.LeBlanc@gsd.nm.gov

Bureau Chief

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 4/18/2024 1:43:23 PM

Viewed: 4/18/2024 2:48:26 PM

Signed: 4/18/2024 2:48:33 PM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM

ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Kimberly A Hunt-Brown

kimberly.hunt-brown@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 4/18/2024 2:48:34 PM

Viewed: 4/22/2024 9:05:07 AM

Signed: 4/22/2024 9:05:18 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.218.16.67

Signed using mobile

Sent: 4/22/2024 9:05:19 AM

Viewed: 4/22/2024 9:12:41 AM

Signed: 4/22/2024 9:12:46 AM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

| Certified Delivery Events | Status | Timestamp |
|--|------------------|----------------------|
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 4/18/2024 1:43:23 PM |
| Certified Delivered | Security Checked | 4/22/2024 9:12:41 AM |
| Signing Complete | Security Checked | 4/22/2024 9:12:46 AM |
| Completed | Security Checked | 4/22/2024 9:12:46 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

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State of New Mexico General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:**0000179475****Playcore Wisconsin, Inc.****dba GameTime****150 Playcore Drive SE****Fort Payne, AL 35967****Contact: Clint Whiteside****Email: clint.whiteside@gametime.com****Phone: (256) 638-5914**Price Agreement Number: **30-00000-23-00086AK**Master Agreement Number: **PO-10700-00015861**Payment Terms: **Net 30**F.O.B.: **Destination**Delivery: **As Requested****Ship To:****All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.**Procurement Specialist: **Kimberly Hunt-Brown**Telephone No.: **(505) 490-3152**Email: **kimberly.hunt-brown@gsd.nm.gov****Invoice:****As Requested****Title: Park & Recreation Equipment & Installation****Term: April 5, 2024 thru December 31, 2024****This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on the attached Participating Addendum.****NASPO ValuePoint Link: <https://www.naspovaluepoint.org/portfolio/parks-and-recreation-equipment-and-installation-2023-2027/playcore-wisconsin-inc-dba-gametime/>**



Master Agreement #: PO-10700-00015861
Contractor: PlayCore Wisconsin, Inc., dba GameTime
Participating Entity: State of New Mexico
New Mexico Statewide Price Agreement #: 30-00000-23-00086AK

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the “Parties”).

Scope and Participation:

1. Scope:

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Oregon and Contractor for office supplies. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

| | |
|------------|--|
| Name: | Clint Whiteside |
| Address: | 544 Chestnut Street, Chattanooga, TN 37402 |
| Telephone: | 256-638-5914 |
| Email: | clint.whiteside@gametime.com |

PARTICIPATING ENTITY:

| | |
|------------|--|
| Name: | Dorothy Mendonca |
| Address: | 1100 St. Francis Drive, Santa Fe, NM 87505 |
| Telephone: | (505) 827-0472 |
| Email: | Dorothy.mendonca@gsd.nm.gov |

Participating Entity Modifications and Additions to the Master Agreement

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the

Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

- 4. Taxes:** The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE: NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- 5. Term:** THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT. This Agreement shall begin on the date approved by the New Mexico State Purchasing Agent and end on December 31, 2023. The Participating State reserves the right to renew the Participating Addendum on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150.

6. Termination:

- a) Grounds.** The Participating State may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Participating State's uncured, material breach of this Agreement.
- b) Notice; Participating State Opportunity to Cure.**
- (1)** Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - (2)** Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Participating State does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 - (3)** Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to provide the Goods or perform the Services contracted for, as determined by the Participating State; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.
- c) Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Participating State's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

- 7. Appropriations:** 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, this Agreement shall terminate immediately upon written notice being given by the Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating State proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.
- 8. Status of Contractor:** The Contractor and its agents and employees are independent contractors providing Goods and/or performing professional or general services for the Participating State and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
- 9. Conflict of Interest; Governmental Conduct Act:**
- a) The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
 - b) The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 - (1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State's contracting process;
 - (2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
 - (3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Participating State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Participating State whose official act, while in the Participating State's employment, directly resulted in the Participating State's making this Agreement;
 - (4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
 - (5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

(6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Participating State.

c) Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Participating State relied when this Agreement was entered into by the Parties. Contractor shall provide immediate written notice to the Participating State if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Participating State and notwithstanding anything in the Agreement to the contrary, the Participating State may immediately terminate the Agreement.

d) All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

10. Amendment:

- a) This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto and all other required signatories.
- b) If the Participating State proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

- 11. **Merger:** This Agreement incorporates all the Agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- 12. **Penalties for violation of law:** The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.
- 13. **Equal Opportunity Compliance:** The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
- 14. **Workers Compensation:** The Contractor agrees to comply with the Participating State's laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Participating State.
- 15. **Applicable Law:** The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.
- 16. **Records and Financial Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of

three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Participating State shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Participating State to recover excessive or illegal payments.

- 17. Invalid Term or Condition:** If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
- 18. Enforcement of Agreement:** A Party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.
- 19. Non-Collusion:** In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Participating State.
- 20. Notices:** Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Participating State:

| | |
|------------|---|
| Name: | Kimberly Hunt-Brown, State Purchasing Director, State Purchasing Division |
| Address: | 1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505 |
| Telephone: | (505) 490-3152 |
| Email: | Kimberly.Hunt-Brown@gsd.nm.gov |

To the Contractor:

| | |
|------------|--|
| Name: | Clint Whiteside |
| Address: | 544 Chestnut Street, Chattanooga, TN. 37402 |
| Telephone: | 256-638-5914 |
| Email: | clint.whiteside@gametime.com |

- 21. Succession:** This Agreement shall extend to and be binding upon the successors and assigns of the Parties.
- 22. Headings:** Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
- 23. Default/Breach:** In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico may procure the Goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.
- 24. Equitable Remedies:** Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Participating State irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Participating State, and the Contractor consents to the Participating State's obtaining from a court of

competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Participating State's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the Participating State may have under applicable law, including, but not limited to, monetary damages.

25. 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 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Participating State exceed \$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 Participating State.
- c) Contractor agrees to advise all employees of the availability of Participating State's publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com/>.

26. Indemnification: The Contractor shall defend, indemnify and hold harmless the Purchasing Entity and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Participating State and the Risk Management Division of the New Mexico General Services Department by certified mail.

27. Default and Force Majeure: The Purchasing Entity reserves the right to cancel all or any part of any Orders placed under this Agreement without cost to the Purchasing Entity, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Participating State and/or the Purchasing Entity due to the Contractor's default. The Contractor 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 Contractor; 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 Participating 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 Contractor to meet the required delivery scheduled. The rights and remedies of the Participating State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

28. Assignment: The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Participating State.

29. Subcontracting: The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Participating State. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Participating State.

30. Inspection of Plant: The Participating State may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

- 31. Commercial Warranty:** The Contractor agrees that the Goods and/or Services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such Goods and/or Services, and that the rights and remedies provided herein shall extend to the Participating State and are in addition to and do not limit any rights afforded to the Participating State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
- 32. Condition of Proposed Items:** Where Goods are a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.
- 33. Release:** Final payment of the amounts due under this Agreement shall operate as a release of the Participating State, its officers and employees and Procuring Entity from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
- 34. Confidentiality:** Any Confidential Information provided to the Contractor by the Participating State or, developed by the Contractor based on information provided by the Participating State in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Participating State. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Participating State within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Participating State will result in direct, special and incidental damages.
- 35. Contractor Personnel:**
- a) Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Participating State. Key personnel are those individuals considered by the Participating State to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Clint Whiteside

- b) Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Participating State. For all personnel, the Participating State reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Agreement is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to the Participating State's approval. The Participating State, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Agreement. The Contractor shall also make interim arrangements to assure that the Agreement progress is not affected by the loss of personnel. The Participating State reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Participating State, meeting the Participating State's expectations.
- 36. Incorporation by Reference and Precedence:** In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Participating Addendum; (2) the Master Lease Agreement, if applicable; and (3) the NASPO ValuePoint Master Agreement.
- 37. Inspection:** If this Agreement is for the purchase of Goods, final inspection and acceptance shall be made at Destination. Goods rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.
- 38. Inspection of Services:**
- a) Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

- b) The Contractor shall provide and maintain an inspection system acceptable to the Participating State covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Participating State during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- c) The Participating State has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Participating State shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- d) If the Participating State performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- e) If any part of the services do not conform with the requirements of this Agreement, the Participating State may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Participating State may:
 - (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
 - (2) reduce the Agreement price to reflect the reduced value of the services performed.
- f) If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Participating State may:
 - (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Participating State that is directly related to the performance of such service; or
 - (2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

- 39. Insurance:** If the Services contemplated under this Agreement will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.
- a) Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
 - b) Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
 - (1) Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - (2) Property damage or combined single limit coverage: \$1,000,000.
 - (3) Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - (4) Umbrella: \$1,000,000.
 - c) Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.
- 40. Arbitration:** Any controversy or claim arising between the Parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*
- 41. Reporting:**
The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

| Quarter: | Period Ending: | Report Due Date: |
|-----------------|-----------------------|-------------------------|
| First | September 30 | October 30 |
| Second | December 31 | January 31 |
| Third | March 31 | April 30 |
| Fourth | June 30 | July 31 |

The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted.

42. Fees:

The Contractor agrees to remit an administrative reporting fee payable by check to the State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number **30-00000-23-00086AK** and include the remittance check with the quarterly sales report.

Reports may be submitted via U.S. mail to NM State Purchasing Division or via email to:
GSD.QuarterlyUsageR@gsd.nm.gov

For payment of fees through U.S. Mail or Courier Delivery:
 New Mexico State Purchasing Division
 Joseph Montoya Building, Room 2016,
 1100 St. Francis Drive, Santa Fe, New Mexico 87505
 or P.O. Box 6850, Santa Fe, New Mexico 87502

43. Subcontractors: All Contactors, Authorized Dealers, and resellers authorized in the State of New Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Agreement.

44. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

| | |
|---|--|
| Signature: <i>Dorothy Mendonca</i> This is signed on behalf of the State Purchasing Agent | Signature:  |
| Name: Dorothy Mendonca | Name: Clint Whiteside |
| Title: State Purchasing Agent | Title: Director of Sales |
| Date: 4/5/2024 | Date: 3/15/2024 |

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Certificate Of Completion

Envelope Id: C4E526DA2E9B46A8979E286A5660148C

Status: Completed

Subject: Complete with DocuSign: 30-00000-23-00086AK NASPO PA

Source Envelope:

Document Pages: 11

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Vanessa LeBlanc

AutoNav: Enabled

1100 S Saint Francis Dr

Enveloped Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Vanessa.LeBlanc@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Vanessa LeBlanc

Location: DocuSign

4/5/2024 8:01:26 AM

Vanessa.LeBlanc@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Michael Saavedra

Michael.Saavedra@gsd.nm.gov

IT and Const. Bureau Chief

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Sent: 4/5/2024 8:05:11 AM

Viewed: 4/5/2024 9:42:10 AM

Signed: 4/5/2024 9:42:15 AM

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Vanessa LeBlanc

vanessa.leblanc@gsd.nm.gov

Bureau Chief

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Sent: 4/5/2024 9:42:16 AM

Viewed: 4/5/2024 10:06:25 AM

Signed: 4/5/2024 10:06:27 AM

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM

ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

Sent: 4/5/2024 10:06:29 AM

Viewed: 4/5/2024 10:10:00 AM

Signed: 4/5/2024 10:10:06 AM

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

| Certified Delivery Events | Status | Timestamp |
|--|------------------|----------------------|
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 4/5/2024 8:05:11 AM |
| Certified Delivered | Security Checked | 4/5/2024 10:10:00 AM |
| Signing Complete | Security Checked | 4/5/2024 10:10:06 AM |
| Completed | Security Checked | 4/5/2024 10:10:06 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER Cooper Risk Advisors, LLC PO Box 638 904 N Main Street Lapel IN 46051 | CONTACT NAME: Bill Hodgkins PHONE (A/C, No, Ext): 321-214-1990 FAX (A/C, No): 765-534-2067 E-MAIL ADDRESS: billh@cooperindiana.com |
| INSURED Altitude Recreation Inc 3762 Eureka Way Unit A Erie CO 80516-2422 | INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Specialty Un Ins Co INSURER B : Cincinnati Insurance Co INSURER C : INSURER D : INSURER E : INSURER F : |

COVERAGES

CERTIFICATE NUMBER: 2115837825

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------------------------------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | CSU0201870 | 1/6/2025 | 1/6/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | ENP 0675074 | 1/6/2025 | 1/6/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0.00 | | | CSU0203713 | 1/6/2025 | 1/6/2026 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N <input type="checkbox"/> | N / A | EWC 0675078 | 1/6/2025 | 1/6/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Installation Floater Leased/Rented Equip | | | ENP 0675074 | 1/6/2025 | 1/6/2026 | Installation Floater Leased/Rented Equip 100,000 25,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Santa Fe is named as Additional Insured with respect to General Liability when required by written contract/agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
2931 Rufina St.
PO Box 909
Santa Fe NM 87504-0909
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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From: [Joseph Perez](#)
To: [OVERLIE, SCOTT A.](#)
Subject: Re: Opportunity to install new playground equipment
Date: Wednesday, January 22, 2025 2:17:56 PM
Attachments: [image003png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We will respectfully decline this opportunity.

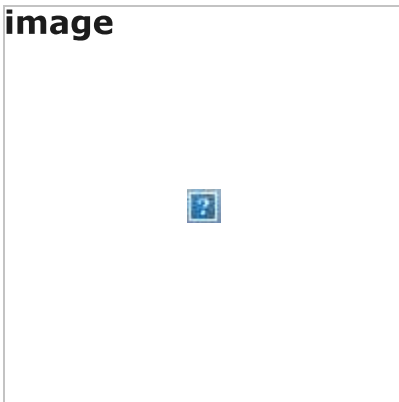
Kind regards

Joseph Perez
Regional Marketing Manager

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: jperez@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

image



The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

From: OVERLIE, SCOTT A. <saoverlie@santafenm.gov>
Sent: Wednesday, January 22, 2025 2:14:30 PM

To: Joseph Perez <jperez@horizonsofnewmexico.org>

Subject: Opportunity to install new playground equipment

Good afternoon, the City of Santa Fe has an opportunity to install the following new playground equipment. Manufactured by Game Time playground equipment company. Work to include some site work, concrete footers, and installation of safety surfacing to code. All work will need to be inspected by accredited third party for proper installation and code adherence.

1 178749 GameTime - Owner's Kit
1 RDU GameTime - PS24017- DIXIE DEPOT
(1) 8666 -- 90 Deg Caterpillar F/S
(2) 26094 -- Triangular Shroud
(1) 36011 -- Worm Hole Link
(1) 36020 -- Single Upright Support W/Step
(1) 36030 -- Single Link Cross Beam Powerscape Plus
(6) 80000 -- 49" Sq Punched Steel Deck
(1) 80082 -- Slide Transfer
(1) 80687 -- Handhold/Kick Plate Pkg
(2) 81666 -- Fun Seat
(1) 81669 -- Hand Cyder
(1) 81686 -- Locomotive
(1) 81695 -- Train Whistle
(1) 81696 -- Crunch Bar (Ps 2-5)
(1) 81699 -- Bongos
(2) 90021 -- 2'-0" Transfer System W/ Barrier
(1) 90042 -- 4' Bubble Climber
(1) 90138 -- 4' Vert Wall Climber
(1) 90244 -- 4' & 4'-6" Chain Link Climber
(1) 90249 -- 2' Leaning Wall Climber
(2) 90265 -- 7' Upright, Alum
(2) 90266 -- 8' Upright, Alum
(2) 90267 -- 9' Upright, Alum
(8) 90268 -- 10' Upright, Alum
(7) 90272 -- 14' Upright, Alum
(2) 90273 -- 15' Upright, Alum
(3) 90306 -- Climber Archway W/Socket & Barrier
(1) 90317 -- Toad Stool Climber
(1) 90344 -- 2' & 2'-6" Clover Leaf Climber
(1) 90366 -- Sloped Funnel Climber W/Barrier
(2) 90465 -- Train Cabin Panel
(1) 90504 -- 4' Single Zip Slide
(1) 90509 -- 5' Double Zip Slide, Std Dk
(2) 90584 -- 3'-6"/4' 90 Deg Funnel Bridge Bar 1
(1) 90592 -- Ridge Climber (Single)
(5) 91139 -- Entryway - Barrier
(3) 91663 -- Umbra Square Roof
(2) 91684 -- Modern Tranfer Attachment -PS
(12) 91687 -- Umbra Roof Cap
(2) G90262 -- 4' Upright, Galv
(1) G90272 -- 14' Upright, Galv
(2) G90273 -- 15' Upright, Galv

Please let me know if you have any questions, thanks Scott

Scott Overlie, Project Manager

City of Santa Fe Parks and Open Space Division
1142 Siler Road, Bldg. C
Santa Fe, NM 87505
505-231-6194





City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2025, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, a specific determination will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

General Services (continued):

- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service
- Information Technology Hosting (only)
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Marine equipment inspection, certification, and repair

General Services (continued):

- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Vehicle inspection, lubricating, and repair services
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Speech writers
- Statisticians

Professional Services (Continued):

- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 11/21/2024

Emily Oster, Finance Director



Date: 11/26/2024








Blanket Services Determination

Final Audit Report

2024-11-26

| | |
|-----------------|---|
| Created: | 2024-11-21 |
| By: | Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAqgOwaNI_DZmo99HuXiloJc1Cdxp6T9hq |

"Blanket Services Determination" History

-  Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
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-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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2024-11-26 - 7:38:13 PM GMT- IP address: 104.47.65.254
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-  Agreement completed.
2024-11-26 - 7:52:49 PM GMT

Signature: Regina Wheeler
Regina Wheeler (Mar 30, 2025 17:31 MDT)

Email: rawheeler@santafenm.gov











CM 400 Playcore Wisconsin

Final Audit Report

2025-05-01

| | |
|-----------------|--|
| Created: | 2025-05-01 |
| By: | JIMMY TAPIA (jptapia@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA2dL_G9O7ilUkaQ0UQsb2vZFTfCTI9sCa |

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ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
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Agreement completed.

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Signature: 

Email: xivigil@santafenm.gov