State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
6 Vendors

Telephone No. _____

Price Agreement Number: 90-000-19-00062
Payment Terms: Net 30
F.O.B.: Destination
Delivery: See page 6

Procurement Specialist: Yuliastuti Wulandari
Telephone No.: (505) 827-0485
Email: Yuliastuti.Wulandari@state.nm.us

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

Invoice:
As Requested

Title: Park Site Furnishings

Term: October 10, 2019 thru October 9, 2020

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 10/9/19

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
1. General: When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

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

3. Assignment:
   a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
   b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

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

5. Discounts: Prompt payment discounts will not be considered in computing the low bid.

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

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

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

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

10. Packing, Shipping and Invoicing:
   a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
   b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
   c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by
the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required
delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any
other rights now being provided by law or under this order.

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

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

14. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for
its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

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

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

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

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

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

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

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

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

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average
of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

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

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: http://www.insurenewnmwave.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) “New Mexico Employee” means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee’s work for Contractor within the State of New Mexico, regardless of the location of Contractor’s office or offices; and

(2) “offer” means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as Insure New Mexico!

Statewide Price Agreement

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

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

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

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

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

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency’s incurred, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s
material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency 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 Agency 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. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

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

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor’s, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker’s Compensation.

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

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

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-000-19-00062  

Awarded Vendors: 

(AA) 0000142884  
Champlin Tire Recycling, Inc  
PO Box 445  
301 Cedar  
Concordia, KS 66901  
785-243-3345  
ctri@nckcn.com  

Delivery: Commercial carriers 3 to 4 week lead time ARO 

(AB) 0000050184  
Exerplay, Inc  
PO Box 1160  
Cedar Crest, NM 87008  
505-281-0151  
info@exerplay.com  

Delivery: 3-8 weeks, varies by manufacturer 

(AC) 0000105636  
Jamestown Advanced Products, Corp.  
2855 Girts Rd.  
Jamestown, NY 14701  
800-452-0639  
shallenbeck@jamestownadvanced.com  

Delivery: 30-45 days ARO 

(AD) 0000015218  
PO Box 946  
Cherokee, IA 51012-0946  
800-762-5002  
pilotrock@ijthomas.com  

Delivery: (14-45) days ARO to ship date. Delivery time  
varies with different products and with quantity per order. Our  
Customer Service Dept. can quote the delivery time to the  
customer based on desired products and quantities. 

(AE) 0000047972  
School Equipment, Inc.  
7800 Phoenix Ave. NE  
Albuquerque, NM 87110  
505-888-5959  
support@seinnm.com  

Delivery: 3-4 weeks ARO 

(AF) 0000142903  
SiteScapes, Inc.  
PO Box 22326  
Lincoln, NE 68542  
531-333-0140  
brtmy@sitescapesonline.com  

Delivery: Production lead times are 55-70 days.  
Expect 4-5 days Delivery Transit. Lead times may  
increase due to high volume orders.
Specifications:

Establish a Statewide Price Agreement for park site furnishings of institutional quality (i.e. tables, bike racks, grills, fire rings, waste receptacles, drinking fountains, park hydrants, etc). Units shall be manufacturer’s new current production models. This Price Agreement may be utilized by all New Mexico state agencies, commissions, political subdivisions and local public bodies.

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

This Agreement is not intended to cover athletic equipment, playground equipment, signs, etc. These items can be purchased on a separate Price Agreement.

Award:
Determination for award shall be based upon the lowest total cost of all items listed and the bidder’s abilities to meet the "minimum and submittal requirements" of the Invitation to Bid.

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery.

The State of New Mexico reserves the right to award this Invitation to Bid on the basis of individual items or any combination of these, which, in his/her judgement, best serves the interest of the State. Multiple awards may be made on different manufacturers to enhance market pricing and availability of diverse manufacturer’s specifications and designs in which best suits the needs of the State.

Award will be made based on percentage discount offered from most current price list.

Bidders submitting bid must state the manufacturer as per requested on the Items page. Multiple manufacturers must be submitted by printing and labeling the sequence number of the manufacturer i.e. “Manufacturer No. 1 of 2”, on top of each Items page and must be included in the bid submission.

Vendors are to indicate a percentage discount. Percentage Discount is a set discount, not variable discount, i.e. set discount of twelve percent (12%) rather than ten to fifteen percent (10-15%) variable discount. If Bidder provides a variable discount, the bid will be deemed non-responsive.

If discount is zero percent (0%), then zero percent (0%) must be indicated. The State Purchasing Division cannot assume a blank space is zero percent (0%) discount. If your bid contains a blank space it may be deemed non-responsive and may be disqualified.

Vendors are not required to bid on each items. If a vendor is unable to provide an item, vendors are to indicate “No Bid” in their response.

General Conditions:
Awarded vendors will be required to furnish Agencies and/or Institutions with the most recent manufacturer’s list price as a basis for ordering.

Each agency and/or institution will place their own orders and verify in writing the items being purchased are listed in the manufacturers’ catalog. Invoicing and payments are to be handled by each agency/institution. Agencies and/or institutions shall provide awarded vendors with name(s) of contact personnel authorized to act as representative of their agencies, for this Price Agreement.
Local governments utilizing this Price Agreement must confirm pricing and availability from vendor prior to ordering.

Delivery shall be F.O.B. destination as specified at the time of order. Vendor is to ship only completed orders; partial shipments will not be accepted. Prior to shipping, Vendor must call 24 hours in advance to receive delivery instructions and to ensure warehouse gates are open, if applicable.

Payment terms are net 30 days. Invoices are to be submitted to the using agency/institution detailing items ordered, shipped, and buyers name if applicable. Shipping cost and Local or State gross receipt tax shall be quoted and billed as separate item on quotes and invoices at the time of ordering/price quoting.

Warranties:
In accordance of manufacturer’s policies, the awarded vendor shall warrant and guarantee all parts and accessories purchased under this Price Agreement, any added stipulation by the vendor will not be accepted by the State.

Quantities:
No guaranteed quantities will be purchased of any item in a fiscal year.

Minimum Requirements:
It is the State’s intent to procure “Site Furnishings” of institutional quality (i.e. tables, bike racks, grills, fire rings, waste receptacles, drinking fountains, park hydrants, etc.). This should be understood as products which will withstand hard use, by multiple users and which can also withstand changing climates. Manufacturers specifications accepted will encompass all aspects of institutional quality merchandise (site furnishings) and will provide services required by user agencies.

It is the intent of the specifications as developed, to affect the minimum level of quality of merchandise and services required by user agencies. The fact that a product is shown as an acceptable brand is quality evidence the manufacturer can supply a product of the type and quality being requested.

Bidders are required to submit price list and catalog(s) with bid. Price list and catalog(s) maybe submitted by various methods such as hardcopy, URL links, CDs/Flash drives or by uploading to eProNM. Failure to provide the aforementioned will deem your bid to be non-responsive and may be disqualified.

Shipping Note:
Prepay freight and add to invoice as a separate item.

*** See Next Page for Items ***
<table>
<thead>
<tr>
<th>Item</th>
<th>Approx. Qty.</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price</th>
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| 001  | %            |      | Discount offered on all Park Site Furnishings i.e. tables, benches, bike racks, waste receptacles, etc.  
Price Basis: List price less discount. Please provide discount.  
Manufacturer:  
Bidder is required to indicate type of furnishing, i.e. vinyl coated, steel furnishing etc.  
Furnishing type:  
(AA) Manufacturer: Champlin Tire Recycling, Inc  
Furnishing type: Park Benches & Picnic Tables made from recycled rubber & recycled plastic  
(AB) Manufacturer: Anova Furnishings, Dog on it, Dumor, Kay Park, Landscape Structures, Inc, Superior Recreation (SII)  
Furnishing type: Site furnishings to include but not limited to: Vinyl Coated, Powder Coated, Recycled Plastic, Wood and Steel Furnishings  
Manufacturer: Dero, SportWorks  
Furnishing type: Bike Rack  
Manufacturer: Gared Sports, PW Athletic  
Furnishing type: Misc. Seating i.e. player benches etc  
Manufacturer: Bravado, Most Dependable Fountain (MDF)  
Furnishing type: N/A  
(AC) Manufacturer: Jamestown Advanced Products, Corp.  
Furnishing type: Picnic Tables, Benches, Dog Park Equipment, Charcoal Grills & Fire Rings, RV Power Outlets, Bike Racks, Trash & Recycling Receptacles, Food Storage Lockers, Steel Furnishings - thermoplastic, powder coat & galvanized finishes available  
(AD) Manufacturer: R.J. Thomas Mfg.Co./Pilot Rock brand  
Furnishing type: Steel benches & picnic tables w/ wood/plastic/coated steel or aluminum seats/tops, recycled plastic benches & tables, trash receptacles of steel/wood/or plastic, steel grills and campfire rings and bike racks.  
Discount off current price list.  
(AE) Manufacturer: MyTCOat  
Furnishing type: proprietary coated and premium polyethylene coated steel furniture  
(AF) Benches, Trash Receptacles, Tables, Bike Racks, Planters  
Manufacturer: SiteScapes, Inc.  
Furnishing type: Steel Furnishings | 0%          | 5%   | 5%  | N/A | 10% | 20.0% | 12% | 20% |
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<th>Item</th>
<th>Approx. Qty.</th>
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<td>002</td>
<td>%</td>
<td>Discount offered on all pre-cast Park Site Furnishings to include special architectural designs by the manufacturer i.e. concrete tables, benches, and waste receptacle, etc. Pre-cast concrete, caststone, glass fiber reinforced concrete and glascrete, acceptable. Price Basis: List price less discount. Please provide discount. Manufacturer: Kay Park, Landscape Structures, Bravado</td>
<td>5%</td>
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<td>003</td>
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<td>Discount offered on all park drinking fountains, park hydrants, and pet waste disposal system to include special architectural designs by the manufacturer. Price Basis: List price less discount. Please provide discount. Manufacturer: Dog on it, Kay Park, Most Dependable Fountains (MDF) Jamestown Advanced Products, Corp. Offer Pet Waste Stations Only</td>
<td>5%</td>
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<td>004</td>
<td>%</td>
<td>Discount offered off vendor’s most current catalog price list for replacement parts &amp; related accessories for items 001-003 Price Basis: List price less discount. Please provide discount. Manufacturer: Anova Furnishings, Dero, Dog on it, Dumor, Gared Sports, Kay Park, Landscape Structures, PW Athletics, Superior Recreation (SII), SportWorks, Bravado, Most Dependable Fountains (MDF) No price list available, part prices are provided by Manufacturer as requested. R.J. Thomas Mfg. Co. /Pilot Rock brand</td>
<td>5%</td>
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<td>(AD) Manufacturer: R.J. Thomas Mfg. Co. /Pilot Rock brand</td>
<td>20.0% Discount off current price list.</td>
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<td>(AE) Manufacturer: MyTCoat</td>
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<td>(AF) Manufacturer: SiteScapes, Inc.</td>
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*** 5 Items Total ***