

City of Santa Fe
Community Services Department
500 Market Street Station Suite 200, Santa Fe, New Mexico

Addendum #1 - Dated 3/18/2020

INVITATION TO BID (ITB) '20/18/B, Southside Museum Programming for Children

Bid Due: Due date of BID has been changed from March 19, 2020 to now March 24, 2020 at 3:00 P.M., MST.

Due to the COVID-19 health crisis, the City of Santa Fe is requesting all proposal to be submitted electronically to our purchasing office.

Please only submit your proposal to the following purchasing office staff:

- Fran Dunaway, Chief Procurement Officer, fadunaway@santafenm.gov
- Jessica Chavez, Assistant Chief Procurement Officer, jjchavez@santafenm.gov
- **There will be no public opening of bids at this time. Although we will ensure to post the abstract of bids immediately as well as post the bids received.**

All other pertinent information for ITB # 20/18/B will remain the same

Please note you must acknowledge receipt of all addendums in your bid submittal.



Signature

3.23.2020

Date

Purchasing Office
City of Santa Fe
200 Lincoln Avenue, Rm 122
Santa Fe, NM 87501

ITB '20/18/B

City of Santa Fe
Southside Programming for Children

Santa Fe Children's Museum
1050 Old Pecos Trail
Santa Fe, NM 87505

Southside Programming for Children '20/18/B

TITLE PAGE

Name of Service Provider: Santa Fe Children's Museum

CRS/EIN Number: 85-0335070

Is Your Organization Under Fiscal Sponsorship? N

Name of Executive Director:

First Name: Susan

Last Name: Lynn

Name of Board President:

First Name: Sharon

Last Name: Woods

Name of Person Completing Form:

First Name: Susan

Last Name: Lynn

Organization Address:

Address Line 1: 1050 Old Pecos Trail

Address Line 2: N/A

City, State, Zip: Santa Fe, NM, 87505

Contact Phone: 505-989-8359, ext. 100

Contact Email: slynn@santafechildrensmuseum.org

Amount Requested for Program/Activity: \$120,000

Name of Potential Funded Project/Program: Santa Fe Children's Museum, Southside
See Curriculum description in attached summary of facilitated programs.

Ages for the Activity and/or Program: Children ages 0 - 8, together with their families and caregivers

Group Size for the Activity or Program:

20,000 kids and their grown-ups will visit Santa Fe Children's Museum, Southside each year.

We anticipate serving 125 guests (25-35 families) each day that we're open. For reference, this is about 30% of the number of visitors we see at the current Children's Museum on Old Pecos Trail.

Project/Program/Activity/Length:

Opening hours would be Friday afternoons, Saturday and Sunday. Expanding hours would be possible, as demand grows. Length of average visit is estimated at 60-90 minutes.

Hours

- Friday 1:00pm - 8:00 pm
- Saturday 10:00 am - 6:00 pm
- Sunday 12:00 pm - 6:00 pm

Santa Fe Children's Museum, Southside could open within 90 days or less of contract award. It is anticipated that the space would be operated for at least one year, with an evaluation of whether to continue made each year.

History

Founded by four local educators who perceived a need for learning opportunities in the community that would be distinctly different from those provided in school or home settings, the Santa Fe Children's Museum was incorporated in 1985.

The Museum serves over 59,000 visitors at its Old Pecos Trail location in a welcoming space that fosters connections among children and families, and weaves a tapestry of our diverse cultural heritages. The Museum offers playful bilingual learning experiences that engage children in both STEM and arts education by presenting creative and meaningful learning with interactive hands-on exhibits and programs.

Program to be Implemented

A Children's Museum on the Southside is a long-held dream that would replicate the same high-quality STEAM hands-on educational experience as the current Museum, as well as providing a relaxed and supportive space for families to gather.

The YMCA of Central New Mexico facility at 6600 Valentine Way in Santa Fe has been identified as a prime location for a Southside Santa Fe Children's Museum, given its proximity to the Boys and Girls Club, the Southside Library, and other successful community venues. A lease agreement has been signed between the Santa Fe Children's Museum and the YMCA.

Our target demographic is Southside families with small children who would not otherwise visit our campus on Old Pecos Trail. This location is likely to attract Southside families with small children due to its more convenient location and lower price point. It's anticipated that some visitors would hear about the new Children's Museum and plan a visit, while other families will discover the space opportunistically, while participating in nearby activities.

To serve the early childhood audience and promote kindergarten readiness, the baby and toddler area would include kinesthetic exhibits designed for "wee" exploration as little ones push and pull, climb and slide, experience various sensory textures, colors and sounds, and experiment with problem-solving. Toys and equipment will be carefully chosen to align with New Mexico Pre-K Standards teaching vital concepts such as spatial relationships, object-constancy, self versus other, compare and contrast, and putting objects meaningfully into motion. The entire space will be designed especially for little ones to discover how they interrelate with the world around them.

Schools and related after-school programs are generally limited to week-day availability. Although community centers, libraries, sports leagues and other programs do exist for weekend hours, none offer the type of interactive education designed to stimulate a lifelong love of learning and community-building which is the touchstone of the Children's Museum. The proposed satellite location would be open on Friday afternoons, when local schools dismiss early, and on weekends.

The Southside Museum would allow space for 6-10 self-facilitated exhibits, which would be rotated with exhibits from the Old Pecos Trail location, so that the experience remains dynamic. Given the relatively small space, offering facilitated programming feels imperative in order to make the Children's Museum Southside more attractive and encourage repeat visits. One of our established STEM or art programs would be offered each day, ranging from early childhood education to fine arts, hands-on STEM experiments, gardening or animal programs. These would take place in the second classroom across the hall. This space would also hold an additional 3-5 exhibits and include access to an outdoor play area with age-appropriate equipment.

The Museum was founded on a commitment to “Access for All.” A Southside location will help to remove location barriers, and low/no cost entry will address economic challenges. Admission cost for a space of this size seems reasonable at \$2/person, so that a family of 4 can visit for \$8. For EBT cardholders and admission would be free, and passes will be provided to various partner organizations. Annual memberships will also be available. It’s anticipated that up to 75% of our visitors will be admitted at no/reduced cost.

Staffing

This project will be managed under the direction of Museum Executive Director, Susan Lynn along with her experienced team including Facilities and Exhibits Manager, Hector Solis, who will help to manage the scope of work and upgrades in regards to the exhibits and facility, and Director of Education, Leona Hilary who will be responsible for educational programming.

Hilary, a former teacher (and student) of New Mexico schools, designs exhibits and directs programs based on this experience, so that we remain an educational resource supporting the formal education system. She will ensure that our work at Southside will align with the New Mexico State Curriculum and STEM Ready Science Standards. School-aged children will benefit from exhibits supporting STEM concepts critical for school success. Play at the Southside Children’s Museum will provide a quality informal learning experience for children ages 0-10 that is not available elsewhere in northern New Mexico.

Norma Flores, one of our talented Managers in the current Museum, will be the on-site manager for the Children’s Museum, Southside. Our other experienced educators will facilitate family engagement and programming during operating hours, with a focus on hiring Southside residents who are bilingual. The majority of our staff live in Santa Fe, many on the Southside within minutes of this location.

To build community, volunteer opportunities will be made available to teens to assist with relevant real-life career exploration, while providing a positive experience that builds skills in teaching and social interaction facilitation. Retirees, employees from local businesses, and other adults will also be welcomed as volunteers.

Relevant Experience

The Santa Fe Children's Museum has 35 years of experience presenting inquiry-based education that offers an impactful supplement to the formal education available in schools. This dynamic, hands-on exploratory environment encourages children's natural curiosity and provides family and peer interaction. Our experience in providing quality educational opportunities for all children and families make the Museum uniquely qualified to operate a Southside Children's Museum.

Museums generally provide important early learning opportunities for children, and children's museums are unique community institutions where:

- Children are valued citizens with the right to developmentally-appropriate and high-quality learning experiences.
- Play is learning, and it is critical to the healthy social, emotional, and cognitive development of children.
- Family, culture, environment, and society are recognized as critical factors in all children's lives to effectively serve them.
- Pursuing equity and inclusion is a best practice that reflects a commitment to serving all children and families and advancing the growth of our field.

Additionally, the Museum already owns, or has the designs and experience to fabricate, quality exhibits designed by an educator for meaningful hands-on experiential learning. We are ready to equip an innovative STEM-learning destination for Southside families in a short timeframe.

Please describe why you would like to participate in the Southside Museum Programming for Children

The State of New Mexico has acknowledged the importance of Early Childhood Education, yet developmentally-appropriate play spaces for children from birth to 3 years old are lacking on the Southside of Santa Fe.

Children's chances of being healthy, excelling in school, and growing up to be productive members of society are tied to their experiences in the earliest years. The first 5 years of a child's life are critical as that is when 90% of the brain's neurological foundation is built. Research shows that secure, nurturing, and non-stressful environments (like a Children's Museum) are essential to the positive development and healthy growth that will set children up for success later in life. Currently, 56 % of NM's 3 and 4 year-olds did not attend any form of school in 2018, with rates even higher among Hispanic children. More than 5,000 more children live in poverty now than did in 2008.

Young children, and Hispanic and Native American children all fare worse on the child poverty indicator (with 28%, 30% and 41% living in poverty, respectively).

Only 28% of 4th graders in Santa Fe county are proficient in reading. Inquiry-based exploration builds on the lessons learned in school, giving children the foundation for a lifetime of learning and social confidence. Academic success rates rise with an increase as the interactive play-based learning offered by the Children's Museum. (Statistics from 2018 Kids Count)

A Children's Museum on the Southside of Santa Fe would provide invaluable opportunities for informal education and family enrichment to the kids of the City Different. To make this dream a reality, the Children's Museum offers its expertise in innovative informal education, including staff trained in inquiry-based play facilitation and the use of engaging exhibits, engaging programs and innovative partnerships including visits by special guests in the community. It will also provide use of technology and administrative oversight as an additional contribution.

The Santa Fe Children's Museum is thrilled to be sharing more of the joy of learning, play and community with more Southside kids and their families.

SCOPE OF WORK-SCHEDULE/BUDGET

Space Assumptions for 6600 Valentine Way:

- 1,320 square-foot space and 8 foot ceiling height at the Santa Fe YMCA facility located at 6600 Valentine Way secured for Children’s Museum use.
- 850 square-foot classroom, adjoining kitchen and outdoor space available for the Children’s Museum’s exclusive use during operating hours.
- Accessible ramp entrance available as needed.
- Use of a space described above, including utilities and wifi, can be secured for a one-year period, with the right to renew for an additional year or more.
- Children’s Museum Southside could be opened in 90 days or less, following finalization of an agreement and receipt of funding.

SCOPE OF WORK-TIMELINE

| Objective 1: Facilities Prep and Maintenance | |
|---|----------------------|
| Activities/Tasks | Timeline |
| <ul style="list-style-type: none">● Entrance - extend existing sidewalk approximately 40 feet. Relocate or replace existing metal steps so that they connect with the sidewalk.● Paint - Create aesthetic matching with Museum colors● Flooring - New carpet and flooring required for sanitation and safety● Electric - Power available for front desk and programming● Bathroom and Cabinetry - repair drawer, replace toilet paper dispenser etc● Signage - install Santa Fe Children’s Museum Southside sign to attract visitors | May 1-July 31 |

| | |
|--|----------------------|
| Objective 2: Additional Start-Up Costs | Timeline |
| Activities/Tasks | |
| <ul style="list-style-type: none"> • Administrative time for logistics and management • Facilities Manager time to prepare space and install exhibits • Interior decor and bilingual signage • Incidentals • PC will be provided by Children's Museum | May 1-July 31 |

| | |
|---|------------------------------|
| Objective 3: Rent and Utilities | |
| Activities/Tasks | Timeline |
| <ul style="list-style-type: none"> • Rent and utilities payment to YMCA for 90 day Start-up period | May 1 - July 31 |
| <ul style="list-style-type: none"> • Rent and utilities payment to YMCA for 12 months of agreement | Aug 1 - July 31, 2021 |

| | |
|--|------------------------------|
| Objective 4: Staffing | |
| Activities/Tasks | Timeline |
| <ul style="list-style-type: none"> • Educator time for planning exhibits and programs • Administrative time for logistics and management • Facilities Manager time to prepare space | May 1 - July 31, 2021 |
| <ul style="list-style-type: none"> • 1 educator for facilitated programs, 10 hrs/week • 1 lead staff with Museum experience, 30 hrs/week • 1 assistant staff, 25 hrs/week • Cleaning 3x/week, between sessions (\$300/mo) • Admin time will be provided by Museum (\$0/mo) • 2 volunteers during opening hours | Aug 1- July 31, 2021 |

| | |
|--|---|
| Objective 5: Marketing/PR/Media | |
| Activities/Tasks | Timeline |
| <p>Pre-opening marketing</p> <p>Museum website, add page for new location, community calendars and flyers in Spanish/English delivered to after-school programs, schools, Chavez center, Southside library, Boys and Girls Club, local businesses, Children’s Museum and other partner organizations and Spanish-language radio.</p> | <p>May 1 - July 31</p> <p>Aug 1 - July 31, 2021</p> |

| | |
|--|------------------------------------|
| Objective 6: Location and Facilities | |
| Activities/Tasks | Timeline |
| <ul style="list-style-type: none"> ● Set up 2 phone lines, fixed or mobile ● POS through Museum’s Square account (cost per transaction) ● Insurance | <p>May 1- July 31, 2021</p> |

| | |
|---|-----------------------------------|
| Objective 7: Exhibits | |
| Activities/Tasks | Timeline |
| <p>Prep and install all exhibits:</p> <ul style="list-style-type: none"> ● Magnet table ● Loom ● Honeycomb Climber ● Face Paint ● Book Nook- limit sensory input, space for nursing mothers ● Crawl Space (0-2 years old, mat enclosure and rocking chair) ● Dramatic Play ● Z Ball Run ● Rotating Tabletop Manipulatives ● Vertical Space Legos ● Bubbles for outdoor space | <p>May 1-July 31, 2021</p> |

| | |
|--|------------------------------|
| <ul style="list-style-type: none"> • Consumable Exhibit Supplies <p>Note: all costs include staff time to refurbish exhibits, as well as materials needed to do so.</p> | Aug 1 - July 31, 2021 |
|--|------------------------------|

SOUTHSIDE MUSEUM PROGRAMMING FOR CHILDREN BUDGET:

| Item | Start Up Cost | Cost per Month |
|---------------------------------|---|---|
| Facilities Prep and Maintenance | \$12,500 <i>Entrance Improvements \$6,000</i> <i>Painting \$1,500</i> <i>Flooring \$3,000</i> <i>Electric \$500</i> <i>Bathroom & Cabinetry \$500</i> | \$100 |
| Rent paid to YMCA | \$3,300 | \$1,100 |
| Utilities paid to YMCA | \$795 | \$262 |
| Insurance | \$1,500 | \$500 |
| Exhibits | \$6,200 <i>Magnet table \$100</i> <i>Loom \$100</i> <i>Honeycomb Climber \$800</i> <i>Face Paint \$300</i> <i>Book Nook \$500</i> <i>Crawl Space \$1000</i> <i>Dramatic Play \$1000</i> <i>Z Ball Run \$400</i> <i>Rotating Tabletop Manipulatives \$500</i> <i>Vertical Space Legos \$500</i> <i>Bubble Station \$1,000</i> | \$100 <i>Exhibit Consumables</i> |
| Staffing | \$15,000 <i>Executive Director \$5,000 @ \$9.47 per hr.</i> <i>Facilities and Exhibits Manager \$3,500 @ \$6.63 per hr.</i> | \$4,900 <i>Southside Manager 1 lead staff with Museum experience, 30 hrs/week (\$2,500/mo)</i> |

| | | |
|----------------------|--|---|
| | <i>Maintenance Staff</i> <i>\$1,500 @ \$2.84 per hr.</i> <i>Director of Education</i> <i>\$5,000 @ \$9.47 per hr.</i> <i>66 days=528 hours=per hr.</i> | <i>1 educator for facilitated programs, 10 hrs/week (\$900/mo)</i> <i>1 assistant staff, 25 hrs/week (\$1,200/mo)</i> <i>Cleaning 3x/week, between sessions (\$300/month)</i> |
| Marketing | \$500 | \$400 |
| Misc. Start-Up Costs | \$4,000 | N/A |
| TOTAL COST | \$43,795 | \$7,362 |

Note: The \$43,795 in start-up funds and \$7,362 in monthly expenses would be offset by approximately \$1,000/month from earned revenue (many admissions are expected to be free through EBT courtesy or passes). Thus a total of \$132,139 includes start-up, rent, utilities, and operation costs for this space for a one-year period. Less the \$12,000 in expected earned income leaves a cost of \$120,139.

Other Attachments

- a) Curriculum Summary
- b) Agreement for Use of the Space
- c) 2020 Business Registration Certificate for the City of Santa Fe
- d) Professional General Liability Insurance naming City of Santa Fe as binder
- e) IRS Certificate for Non-Profit Status (501c3)
- f) CRS-EIN Number
- g) W 9 Form
- h) Executed Property Agreement between Property Owner and Program Participant
- i) City of Santa Fe Bid Form (filled out, 2 completed copies)
- j) Campaign Contribution Disclosure Form (filled out 1 copy)

Santa Fe Children's Museum Southside Curriculum

Founded in 1985, SFCM reflects our diverse community through bilingual learning experiences for ages 0-10 presenting creative and meaningful education with interactive hands-on exhibits and programs.

Programs will be made available at the Southside location, Friday - Sunday for children and adults of all ages to encourage learning and exploration.

Exhibits and programs will mirror our offerings at our Northside location. Those include:

At our weekly **Wee-Wednesdays Program**, we focus on toddler-focused explorations, art activities and storytime. Led by a retired Kindergarten Teacher and a K-12 special-ed certified educator, we adapt our exhibits for sensory explorations that support the development of early learners.

Seeds and Sprouts teaches children about seasonal growing cycles and their related gardening practices. Kids explore hands-on gardening and nature-themed activities year-round in the museum's community garden. The garden is a place where children and adults can connect with the natural world. With more than an acre of exhibits and natural habitat with fruit and nut trees and is managed by a certified Master Gardener as a model of sustainable southwest gardening techniques.

During **Fine Art Fridays**, guests work with specialty materials and spend time with a professional artist, art educator, or a partner like the Museum of Indian Arts & Culture. Our Make-and-Take area encourages exploratory art education through the creative use of recyclables. Family nights, seasonal celebrations, and live performances promote multicultural awareness and traditions. Activities include baking in our adobe horno oven, planting in our gardens, drumming, and storytelling. Specially-trained staff host.

Children and their families enjoy **Science Saturdays** for science fun for all ages with guest scientists and STEM instructors conducting experiments and exploration! You never know what will be happening: make your hair stand on end with electricity, drive a robot, or create a curious concoction. Each week a new and unpredictable facilitated activity is available for guests to enjoy.

Come say "Hi" to **Cornelius**, our beloved corn snake, who loves to socialize with the kids of Santa Fe. Join us for an informal meet and greet, learn fun facts about snakes, and watch his weekly feeding!



City of Santa Fe

Treasury Department

200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: SANTA FE CHILDREN'S MUSEUM
DBA: SANTA FE CHILDREN'S MUSEUM

Business Location: 1050 OLD PECOS TRL
SANTA FE, NM 87501

Owner:

License Number: 30263

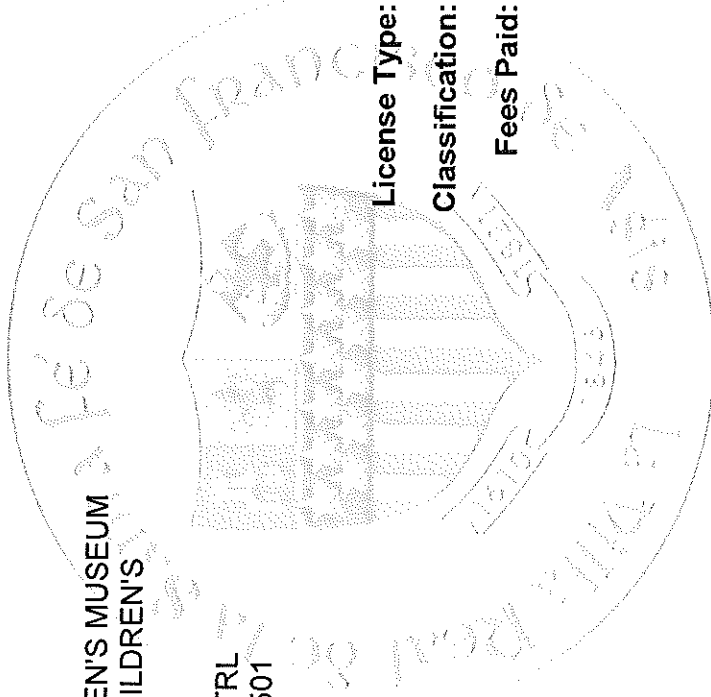
Issued Date: February 04, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00



SANTA FE CHILDREN'S MUSEUM
1050 OLD PECOS TRAIL
SANTA FE, NM 87501

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

**ADDITIONAL REMARKS SCHEDULE**

| | | | |
|---|-----------------------------|-----------------------------------|---|
| AGENCY HUB International Insurance Services (NMX) | | License # 0757776 | NAMED INSURED Santa Fe Children's Museum, Inc. 1050 Old Pecos Trail Santa Fe, NM 87505 |
| POLICY NUMBER SEE PAGE 1 | | | |
| CARRIER SEE PAGE 1 | NAIC CODE SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

City of Santa Fe and the YMCA of Central New Mexico are included as additional insured with respects to general liability where required by written contract or agreement.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

| | |
|---|--|
| Limited Product Withdrawal Expense | \$10,000 All Product Withdrawal Expenses |
| Extended Property Damage - Expected Or Intended Injury | Included |
| Non-Owned Watercraft | Increased To 51 Feet Long |
| Non-Owned Aircraft | If Rented Or Loaned With A Paid Crew |
| Property Damage To Borrowed Equipment | \$10,000 Each Occurrence |
| Property Damage To Customers' Goods | \$10,000 Each Occurrence |
| Damage To Premises Rented To You | Equal To The General Liability Each Occurrence Limit |
| Property Damage From Elevator Use | Included |
| Personal And Advertising Injury From Televised Or Videotaped Material | Included |
| Supplementary Payments | |
| Bail Bonds | Up To \$5,000 |
| Loss Of Earnings | Up To \$500 A Day |
| Medical Personnel | \$100,000 Any One Person |
| Broadened Definition Of Insured | Included |
| Automatic Additional Insureds | |
| When Required By Contract Or Agreement | Included |
| Managers Or Lessors Of Premises | Included |
| Mortgagees, Assignees Or Receivers | Included |
| Vendors | Included |
| Medical Payments | \$10,000 Any One Person (Unless Excluded) |
| Each Location And Each Project Aggregates | Equal To The General Aggregate Limit |
| Duties In The Event Of Occurrence, Offense, Claim Or Suit | Included |
| Unintentional Failure To Disclose All Hazards | Included |
| Waiver Of Transfer Of Rights Of Recovery Against Others To Us | Included |
| Liberalization | Included |
| Mental Anguish Resulting From Bodily Injury | Included |
| Broadened Definition Of Mobile Equipment | Included |

A. LIMITED PRODUCT WITHDRAWAL EXPENSE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section I - Coverages:

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

Insuring Agreement

- a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section III - Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

- (1) You determine that the "product withdrawal" is necessary; or
- (2) An authorized government entity has ordered you to conduct a "product withdrawal".

- c. We will reimburse "product withdrawal expenses" only if:

- (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
- (2) The expenses are reported to us within one year of the date the expenses were incurred; and
- (3) The product that is the subject of the "product withdrawal" was produced during the policy period.

- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

- (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
- (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

- a. **Breach Of Warranty And Failure To Conform To Intended Purpose**

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

- b. **Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark**

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

- c. **Chemical Transformation, Deterioration Or Decomposition**

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

- (1) An error in manufacturing, design or processing;
- (2) Transportation of "your product"; or
- (3) "Product tampering".

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. Known Defect

A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers" prior to the policy period or the time "your product" leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability.

h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

- (1) Banned from the market by an authorized government entity prior to the policy period; or
- (2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

k. Pollution-Related Expenses

Any loss, cost, or expense due to any:

- (1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".

2. The following is added to Section III - Limits Of Insurance:

The most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

- a. Insureds;
- b. "Product withdrawals" initiated; or
- c. "Your products" withdrawn.

3. Section IV - Commercial General Liability Conditions is amended as follows:

- a. Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of A Defect Or A Product Withdrawal

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

- (1) How, when and where the "defect" was discovered;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal".

- b. If a "product withdrawal" is initiated, you must:

- (1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

- d. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the "product withdrawal".

- b. The following Conditions are added:

Concealment Or Fraud

We will not provide "product withdrawal expense" coverage to you or any other insured who, at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

Product Tampering Limitation

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

- 4. The following definitions are added:

- a. "Defect" means a flaw, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

c. "Product withdrawal" means the recall or withdrawal:

- (1) From the market; or
- (2) From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product" or known or suspected "product tampering" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

- (1) Costs of notification;
- (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- (3) Costs of overtime paid to your regular non-salary "employees" and costs incurred by your "employees", including costs of transportation and accommodations;
- (4) Costs of computer time;
- (5) Costs of hiring independent contractors and other temporary employees;
- (6) Costs of transportation, shipping or packaging;
- (7) Costs of warehouse or storage space; or
- (8) Costs of proper disposal of "your products" or products that contain "your products" that cannot be re-used, not exceeding your purchase price or your costs to produce the products.

e. "Profit" means the positive gain from business operation after subtracting for all expenses.

B. EXTENDED PROPERTY DAMAGE - EXPECTED OR INTENDED INJURY

Exclusion 2.a. Expected Or Intended Injury under Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability is amended as follows:

1. Paragraph (2) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

2. The following is added:

- (6) "Bodily injury" or "property damage" arising out of any aircraft not owned by any insured that is rented or loaned to you with a paid crew.

If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in Paragraphs (2) or (6) above, the insurance provided by this Coverage Form does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

D. PROPERTY DAMAGE TO BORROWED EQUIPMENT

1. The following is added to Exclusion **2.j. Damage To Property** under Section **I - Coverages, Coverage A - Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while that equipment is:

- a. Not being used to perform operations; and
 - b. Away from an insured's premises.
2. The following is added to Section **III - Limits Of Insurance**:

Subject to the General Aggregate limit, the most we will pay for "property damage" to borrowed equipment is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

E. PROPERTY DAMAGE TO CUSTOMERS' GOODS

1. The following is added to Exclusion **2.j. Damage To Property** under Section **I - Coverages, Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" to "customers' goods" while on your premises.

2. The following is added to Section **III - Limits Of Insurance**:

Subject to the General Aggregate limit, the most we will pay for "property damage" to "customers' goods" is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

4. The following definition is added:

"Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;
This paragraph does not apply to:
 - (1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or
 - (2) Rowboats or canoes out of water at your premises; or
- g. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

F. DAMAGE TO PREMISES RENTED TO YOU

The following applies only if Damage To Premises Rented To You is not excluded from the policy to which this endorsement is attached:

1. The first paragraph following Paragraph **(6)** of Exclusion **2.j.** Damage To Property under Section **I - Coverages, Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III - Limits Of Insurance**.
2. The final paragraph of Paragraph **2.** Exclusions under Section **I - Coverages, Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III - Limits Of Insurance**.
3. Paragraph **6.** under Section **III - Limits Of Insurance** is replaced by the following:
 6. Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner, is equal to the Each Occurrence limit shown in the Declarations.
4. Paragraph **4.b.(1)(a)(ii)** of the Commercial General Liability Coverage Form, and Paragraph **4.b.(1)(a)(iii)** of the Commercial General Liability Coverage Form (Claims-Made Version) under Section **IV - Commercial General Liability Conditions** are replaced by the following:

That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;
5. Paragraph **a.** of Definition **9.** "insured contract" is replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

G. PROPERTY DAMAGE FROM ELEVATOR USE

1. The following is added to Exclusion **2.j.** Damage To Property under Section **I - Coverages, Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply if such "property damage" arises out of the use of elevators at premises you own, rent, lease or occupy.
2. The insurance afforded by Paragraph **1.** above is excess over any other valid and collectible insurance which applies to a loss because of "property damage" arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

H. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

1. Exclusions **2.b.** and **2.c.** under Section **I - Coverages, Coverage B - Personal And Advertising Injury Liability** are replaced by the following:
 - b. **Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
 - c. **Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

2. Paragraphs **d.** and **e.** of the definition of "personal and advertising injury" are replaced by the following:
 - d.** Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
 - e.** Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

I. SUPPLEMENTARY PAYMENTS - BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **1.b.** and **1.d.** under Section **I** - Coverages, Supplementary Payments - Coverages **A** And **B** are replaced by the following:

- b.** Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds;
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work;

J. MEDICAL PERSONNEL

The following applies only if no other similar coverage is included on or added to the policy to which this endorsement is attached:

1. Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to any registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic who is employed by you to provide professional health care services, but only while acting within the scope and course of their duties as such.
2. The following is added to Section **III** - Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay under Medical Personnel Coverage is the amount shown in the Schedule of this endorsement for all loss sustained by any one person from professional health services.

K. BROADENED DEFINITION OF INSURED

Section **II** - Who Is An Insured is amended as follows:

1. The following is added to Paragraph **2.a.**:

Paragraph **(1)** does not apply to managers at the supervisory level or above.
2. Paragraph **2.** is amended to include the following as insureds:

Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered "occurrence", claim or "suit".

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.
3. Paragraph **3.a.** is replaced by the following:
 - a.** Coverage for your newly acquired or formed organization shall be:
 - (1)** Effective on the date of acquisition or formation; and
 - (2)** Afforded until the end of the policy period of this Coverage Form.

L. AUTOMATIC ADDITIONAL INSURED

The following paragraphs are added to Section **II** - Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:
 - a. When Required By Contract Or Agreement**

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury", "property damage" or "personal and advertising injury". However:

- (1) The person or organization is an insured only to the extent you are held liable due to:
- (a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
 - (i) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you; and
 - (ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
 - (b) Your ongoing operations for that insured, whether the work is performed by you or for you;
 - (c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and
 - (ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
 - (d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or municipality.
- (2) The insurance with respect to any architect, engineer or surveyor does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:
- (a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection or engineering services.
- (3) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (4) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.
- (5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
- (6) A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.
- (8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

b. Managers Or Lessors Of Premises

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

c. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

d. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

- (1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (h) Any failure to maintain the product in a merchantable condition; or
 - (i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.
 - (3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.
 - (4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.
3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

 - a. Required by the contract or agreement; or
 - b. Available under the applicable limits of insurance shown in the Declarations, whichever is less.

The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

M. MEDICAL PAYMENTS

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

Paragraph 7. under Section III - Limits Of Insurance is replaced by the following:

7. Subject to Paragraph 5. above, the Medical Expense limit is equal to the Medical Expense limit stated in the Declarations or the amount shown in the Schedule of this endorsement, whichever is greater, and is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

N. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section III - Limits Of Insurance:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A, and for all medical expenses caused by accidents under Coverage C, which can be attributed only to operations at a single designated covered "location" or covered construction project:
 - a. A separate Each Location or Each Project Aggregate limit applies to each covered "location" or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
 - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A, and for all medical expenses caused by accidents under Coverage C, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
 - a. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and

- b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.
- 3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
- 4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- 5. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- 6. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such "occurrence", offense, claim or "suit".

P. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition 6. Representations under Section IV - Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an "occurrence" to waive such rights.

R. LIBERALIZATION

The following is added to Section IV - Commercial General Liability Conditions:

Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

S. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition 3. "bodily injury" is replaced by the following:

- 3. "Bodily injury" means:
 - a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
 - b. Death resulting from bodily injury, sickness or disease.

T. BROADENED DEFINITION OF MOBILE EQUIPMENT

The following is added to Paragraph f.(1) of Definition 12. "mobile equipment":

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

All other terms and conditions remain unchanged.

Internal Revenue Service

Date: September 13, 2005

SANTA FE CHILDRENS MUSEUM INC
1050 OLD PECOS TRL
SANTA FE NM 87505-2688 993

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Ms Jackson 31-07417
CSR-Customer Srv. Representative
Toll Free Telephone Number:
8:30 a.m. to 5:30 p.m. ET
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
85-0335070

Dear Sir or Madam:

This is in response to your request of August 15, 2005, regarding your organization's tax-exempt status.

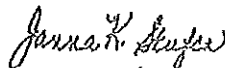
In April 1985 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | |
|--|---|---|
| Print or type. See Specific Instructions on page 3. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Santa Fe Children's Museum</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input checked="" type="checkbox"/> Other (see instructions) ▶ 501 (c) 3</p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
| | <p>5 Address (number, street, and apt. or suite no.) See instructions. 1050 Old Pecos trail</p> <p>6 City, state, and ZIP code Santa Fe, New Mexico, 87505</p> <p>7 List account number(s) here (optional)</p> | <p>Requester's name and address (optional)</p> |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 8 | 5 | - | 0 | 3 | 3 | 5 | 0 | 7 | 0 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|------------------------------------|------------------------------|
| Sign Here | <p>Signature of U.S. person ▶ </p> | <p>Date ▶ 7/26/19</p> |
|------------------|------------------------------------|------------------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SUBLEASE AGREEMENT

YMCA of Central New Mexico, a New Mexico nonprofit corporation (the "**Landlord**"), and Santa Fe Children's Museum, Inc., a New Mexico nonprofit corporation (the "**Tenant**"), agree:

1. Recital. The City of Santa Fe, New Mexico (the "**City**") and Zona del Sol, a Santa Fe Youth and Family Center Consortium ("**Zona**" and, together with the City, the "**Owners**") are parties to a [Lease Agreement] dated [March 9, 2005] (the "**Master Lease**") pursuant to which Zona leases the land and improvements commonly known as 6600 Valentine Way, Santa Fe, New Mexico (the "**Premises**") from the City. Zona subleases the Premises to Landlord pursuant to a Lease Agreement dated March 1, 2012 (the "**Lease**" and, together with the Master Lease, the "**Leases**"). Landlord will sublease to Tenant a portion of the Premises consisting of approximately 1,321 sq. ft. as shown on Exhibit A attached hereto (the "**Subleased Premises**"). This Sublease Agreement (the "**Sublease**") is subject to the Leases. To the extent applicable, Tenant agrees to comply with the Leases.

2. Demise of Subleased Premises; Common Areas. Landlord hereby subleases to Tenant, and Tenant hereby takes and subleases from Landlord, for the Term (defined below) and upon the terms and conditions of this Sublease the Subleased Premises. In addition, Tenant is granted the non-exclusive right to use in common with Landlord and any other tenants of the Premises the Common Areas. As used in this Sublease "Common Areas" means all parking areas, access roads, driveways, entrances and exits, retaining walls, landscaped areas, stairs, ramp and sidewalks, rest rooms and interior corridors all as existing as of the date of this Sublease. The playground located on the Premises is not part of the Common areas. Tenant may schedule access to the playground and the northeast classroom on terms and conditions acceptable to Landlord. Tenant will have access to the Premises security system and internet on Landlord's terms and conditions.

Commented [APB1]: Do you want to limit Tenant's use of the Subleased Premises to particular uses?

Commented [APB2]: Is the tenant allowed to use the kitchen? If yes is the use on the same terms as the playground?

3. Term. The term (the "**Term**") of this Sublease will commence on March __, 2020, (the "**Commencement Date**") and will expire on March __, 2021. If Tenant wants to extend the Term for an additional one (1)-year period, Tenant will notify Landlord no later than sixty (60) days prior to the end of the Term and Landlord and Tenant will meet and determine whether the Term will be extended and if applicable the terms of the extension.

4. Rent.

A. Definition of Rent; Base Rent. All obligations of Tenant under this Sublease to pay money or to perform obligations the cost of which if performed by Landlord can be liquidated as to amount will constitute rent under this Sublease (the "**Rent**"). Each installment of monthly periodic Rent (the "**Base Rent**") will be paid on the first day of each month of the Term without demand. The monthly Base Rent is \$1,100.83 per month ($\$10.00 \text{ per sq. ft.} \times 1,321 \text{ sq. ft.} \div 12 \text{ months}$). All Rent payable

under this Sublease will be made payable to Landlord and delivered or mailed to Landlord at its address in Landlord's signature block.

B. Late Payments. All Rent not paid within ten (10) days of the date Rent is due will incur a late charge of five percent (5%) of the past due amount (which such late charge is intended to compensate Landlord for the cost of handling and processing such delinquent payment and will not be considered interest) and will accrue interest from the due date until paid at a rate equal to the lowest prime rate (or base rate) announced by Bank of America, N.A. (whether or not such rate has actually been charged by such bank).

C. Operating Costs. In addition to Base Rent, Tenant will pay to Landlord its Proportionate Share of all Operating Costs. Tenant's "**Proportionate Share**" will equal the ratio of the square footage of the Subleased Premises to the total square footage of the Premises. Tenant's proportionate Share is 26.2%. As used in this Sublease the term "**Operating Costs**" means the utility costs associated with the Premises, including, heat, air conditioning, natural gas, electricity, water, liquid and solid waste and trash removal on the Premises. Together with each monthly payment of Base Rent, Tenant will pay to Landlord the amount Landlord estimates to be equal to Tenant's Proportionate Share of Operating Expenses due during the calendar year. If the Term does not begin or end of the first day of the month Tenant's Proportionate Share of the Operating Costs will be prorated. The estimated Operating Costs of the Premises are \$12,000.00 per year. Based on Tenant's Proportionate Share, Tenant agrees to pay to Landlord, as additional Rent, the monthly amount of \$262.10 as payment against Tenant's Proportionate Share of Operating Costs in the manner provided above. Within sixty (60) after the close of each calendar year or as soon thereafter as reasonably practicable, Landlord will furnish to Tenant a statement itemized in reasonable detail, setting forth the actual Operating Costs incurred during the preceding calendar year. In the event the actual Operating Costs exceed or are less than the amount of Operating Costs paid by Tenant, Landlord and Tenant will "true-up" the Operating Costs paid by Tenant within thirty (30) days of the date of the statement. Landlord may adjust the Operating Costs for each calendar year based on the actual Operating Costs for the preceding calendar year.

Commented [APB3]: Operating costs do not include real property taxes because the property is owned by the City of Santa Fe and should not be on the tax rolls. If that is not correct, please let me know.

5. Maintenance and Repair. Tenant will be responsible, at Tenant's cost, for maintenance and repairs of the interior, non-structural portions of the Subleased Premises (including janitorial service), excluding exterior walls, windows, building systems (including, but not limited to, all mechanical, electrical, and plumbing, sewer, mechanical, fire and life safety, and heating, air conditioning, and ventilating systems) and structural elements (which will all be Landlord's responsibility). Excluding the maintenance and repair items that are the responsibility of Tenant, Landlord will maintain, repair and make replacements to the Subleased Premises and the Common Areas necessary to maintain the Subleased Premises and the Common Areas in a good condition. Tenant will be responsible for snow removal on days when Landlord is not operating programs.

6. Alterations. Tenant will not make any structural alterations in or additions to the Subleased Premises without first obtaining the prior written consent of procuring Landlord and Owner. Tenant may make non-structural alterations in and to the improvements on the Subleased Premises without Owner's or Landlord's consent but will give Landlord and Owner reasonable advance written notice of Tenant's intentions to make such alterations. All of Tenant's alterations will be promptly paid for by Tenant and Tenant will not permit any lien to attach to the Subleased Premises arising in any way from its use and occupancy of the Subleased Premises. All alterations, additions, improvements and fixtures will be made in accordance with all applicable local, state and federal building and occupational health and safety codes and regulations and in compliance with all zoning and land use regulations and will become the property of Owner, and will remain upon and be surrendered with the Subleased Premises on the expiration or earlier termination of this Sublease without compensation or credit to Tenant. All trade fixtures not removed by Tenant within thirty (30) days of the receipt of a written request from Landlord will be conclusively presumed to have been abandoned. Landlord and Tenant agree that Tenant may make the alternations identified on Exhibit B attached hereto on the terms and conditions described in Exhibit B within the first sixty (60) days of the Term after Tenant's Contingency (defined below) is satisfied.

7. Indemnification. Tenant agrees to indemnify, defend and save harmless Owners, Landlord and their respective managers, officers, directors, agents, employees, partners and their successors and assigns, from and against any and all claims of whatever nature arising in or about the Subleased Premises from the operations of Tenant or Tenant's officers, directors, shareholders, employees, agents, servants, or invitees, including but not limited to claims for personal injury or damage to the property of any person. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, including without limitation costs, reasonable attorneys' fees, expenses, and liability incurred in or in connection with any such claim or proceeding brought thereon, and the reasonable expense of investigating the same and the defense thereof. To the extent Section 56-7-1 NSMA 1978 applies to the indemnities set forth in this paragraph or elsewhere in this Sublease, such indemnification obligations are limited by and subject to the provisions of Section 56-7-1 NSMA 1978.

8. Assignment; Subletting. Tenant agrees (i) not to assign or in any manner transfer this Sublease or any interest under this Sublease; and (ii) not to sublet the Subleased Premises or any portion thereof without obtaining the prior written consent of Landlord and Owner in each instance.

9. Entry. Landlord reserves the right to enter upon the Subleased Premises at all reasonable hours upon prior notice to Tenant for the purpose of inspecting the Subleased Premises, or making repairs, or to exhibit any part of the Subleased Premises to prospective tenants or purchasers. Landlord will at all times have access to the storage rooms in the Subleased Premises.

10. Tenant's Default; Landlord's Remedies.

A. Event of Default. The happening of any one or more of the following will constitute an event of default (each an “**Event of Default**”):

(1) the failure of Tenant to pay Rent within ten (10) days after receipt of written notice from Landlord that the same is due and unpaid;

(2) the failure of Tenant to perform any other of its covenants or agreements under this Sublease within thirty (30) days after receipt of written notice from Landlord; and

(3) the occurrence of an Event of Default as defined under the Leases.

B. Landlord's Remedies. Tenant agrees that upon an Event of Default, in addition to all other remedies available to Landlord, it will and may be lawful for Landlord:

(1) to declare the term of this Sublease ended as to the Subleased Premises and to immediately reenter the same (or any part thereof) by summary proceedings or other legal process to expel, remove and put out Tenant or other persons occupying the Subleased Premises;

(2) to reenter and obtain possession of the Subleased Premises exclusive of Tenant and, notwithstanding such entry, continue the Sublease in effect and have and immediately recover from Tenant damages as provided herein in addition to any other legal or equitable remedy available; and

(3) to thereafter elect to terminate this Sublease, even though Landlord may have relet the same for the benefit of Tenant.

11. Attorneys' Fees; Costs. In the event either Landlord or Tenant brings any action or proceeding for damages or for any alleged default or breach of any provision of this Sublease, to recover Rent, or to enforce, protect, or establish any right or remedy of either party, the prevailing party will be entitled to recover as part of, or incident to, such action or proceeding, all reasonable attorneys' fees and other costs incurred in the preparation and processing of such action or proceedings. All amounts Tenant is responsible for under this paragraph will constitute additional Rent under this Sublease.

12. Hazardous Substances. Tenant will not in any manner, use, store, deal in, release or discharge any substance on the Subleased Premises, the release of which on the Subleased Premises would necessitate an environmental response action under any federal, state, county, or municipal law; provided, however, that Tenant may use and store those substances in such quantities as are reasonably required or desirable in the usual operation of its business pursuant to the permitted uses of the Subleased Premises. Tenant hereby covenants and agrees to indemnify and hold harmless Landlord and Owners and their respective managers, agents, directors, officers, employees, partners, successors, legal representatives and assigns from and against all claims, damages, liabilities, losses, judgments, settlements and costs (including

without limitation reasonable attorneys' fees and disbursements) arising out of, resulting from or in any way connected with or alleged or claimed to arise out of, result from or be in any way connected with Tenant's breach of this paragraph.

13. Insurance. During the Term, Tenant will maintain the following insurance:

A. Liability Insurance. Commercial general liability insurance insuring Landlord, Owners and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Subleased Premises, the Common Areas and all other portions of the Premises used by the Tenant applying to third party claims for bodily injury or property damage written on an occurrence basis with limits not less than \$1,000,000 per occurrence, \$1,000,000 personal or advertising injury, \$1,000,000 products and completed operations aggregate, and \$1,000,000 general aggregate, or such higher amounts and additional coverages as Landlord may reasonably require from time to time.

B. Property Insurance for Tenant's Property. Tenant will maintain a policy of business property insurance in an amount sufficient to cover the full replacement cost of insurable contents of the Subleased Premises against all insurable perils and subject to a deductible or self-insured retention per occurrence of not more than \$2,500.00.

C. General. All liability insurance policies will be issued by companies acceptable to Landlord and will name Owners, Landlord, Tenant and any other party required by either as additional insureds. Tenant will obtain a waiver of subrogation for the benefit of Owners and Landlord. Tenant will promptly pay all insurance premiums and will provide Tenant and Landlord with policies or certificates evidencing the coverages required by this Sublease.

14. Notices. All notices from Tenant to Landlord or Landlord to Tenant must be in writing to be effective. Notices sent to Landlord and Tenant will be sent to the addresses below the signature blocks to this Sublease and will be sent either by (a) hand delivery, (b) United States mail sent via Certified Mail, Return Receipt Requested, or (c) commercial national delivery service capable of providing written proof of delivery. Any notice sent by certified mail or commercial delivery service will be deemed given when mailed even if the party to whom the notice is sent refuses to accept delivery. Either Landlord or Tenant may change its notice address by giving written notice to the other party of the new address as provided in this paragraph.

15. Miscellaneous. All provisions of this Sublease which are necessary or desirable to accomplish the purposes this Sublease will survive the cancellation, termination or expiration of this Sublease. This Sublease will be binding upon and inure to the benefit of the successors and permitted assigns, respectively, of Landlord and Tenant. The laws of New Mexico will govern this Sublease. This Sublease contains the entire agreement of the parties. The captions of this Sublease are for convenience only, are not a part of this Sublease and do not in any way amplify or limit the terms and

provisions of this Sublease. This Sublease will not be recorded. This Sublease may be executed in one or more counterparts, each of which will be deemed an original.

16. Quiet Possession. Provided Tenant performs the terms, conditions and covenants of this Sublease, Landlord covenants and agrees to take all steps reasonably necessary to secure and to maintain for the benefit of Tenant the quiet and peaceful possession of the Subleased Premises for the term of this Sublease, without hindrance, claim or molestation by Landlord or any other person.

17. Force Majeure. Either party will be excused for the period of any reasonable delay of repairs, maintenance, replacements, cleanup or remediation efforts due to causes beyond that party's reasonable control, including without limitation, war, natural catastrophe, strikes lockouts or other labor or industrial disturbance, future order of any government, or court claiming jurisdiction or any cause whatsoever beyond the reasonable control of the party experiencing the event.

18. "As Is" and "Where Is." The Subleased Premises is leased to Tenant "AS IS" and "WHERE IS" without representation or warranty by Landlord. Tenant has examined the Subleased Premises and accepts the Subleased Premises in "AS IS" and "WHERE IS" condition.

19. Contingency. Notwithstanding anything to the contrary in this Sublease, Tenant's obligations under this Sublease are contingent upon Tenant being awarded a contract under City of Santa Fe Advertisement For Bids No. '20/18/B ("**Tenant's Contingency**"). If Tenant is not awarded a contract this Sublease will automatically terminate and Landlord and Tenant will have no further obligations under this Sublease.

Dated: March ____, 2020.

YMCA OF CENTRAL NEW MEXICO, a
New Mexico nonprofit corporation

SANTA FE CHILDREN'S MUSEUM, INC.,
a New Mexico nonprofit corporation

By _____
Name _____
Title _____

By _____
Name _____
Title _____

Notice Address:
6537 Airport Road
Santa Fe, New Mexico 87507
Attn: _____

Notice Address:
1050 Old Pecos Trail
Santa Fe, New Mexico 87505
Attn: _____

EXHIBIT A

See attached.

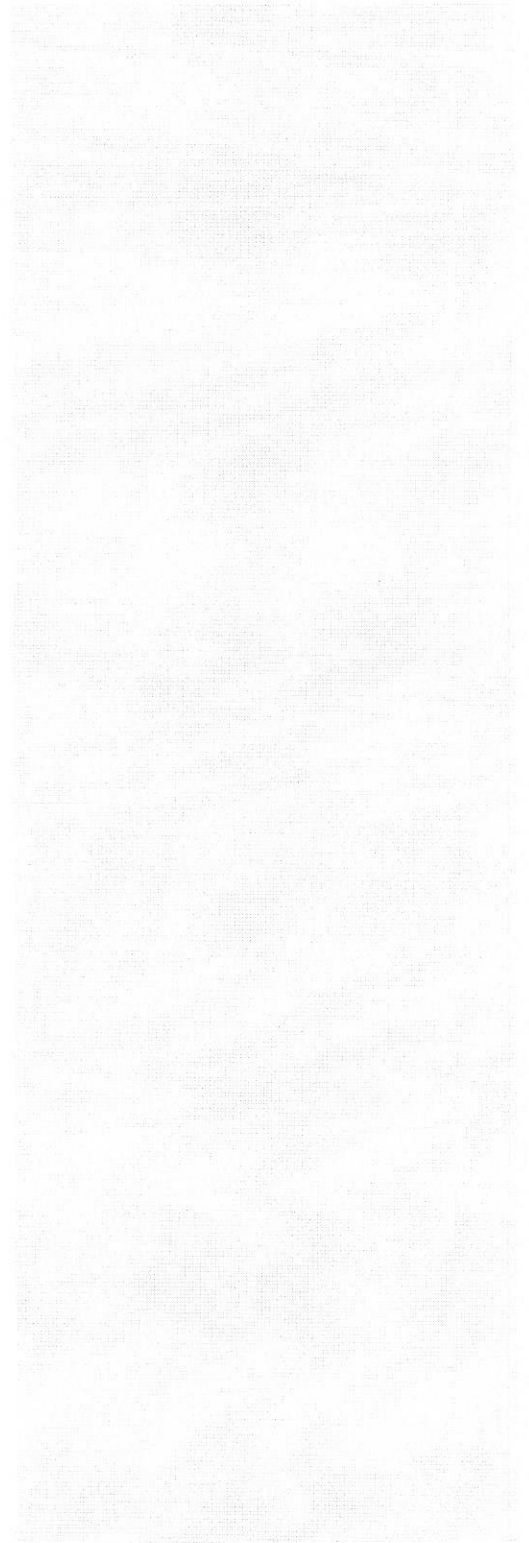


EXHIBIT B

1. Add a key lock on the interior door leading from the Subleased Premises into the Premises. Landlord will be provided with a copy of the key.
2. Change the lock on the west side exterior door of the Subleased Premises. If the lock is not keyed to same key in paragraph 1, Landlord will be provided with a copy of the key.
3. Modify the northwest exterior stairs to enhance the exterior entrance to the Subleased Premises, add a portal, add a handicap ramp, add a Children's Museum sign and erect a fence or some other covering of the electric switch gear by their proposed entrance. Landlord must approve all plans and designs prior to making the alterations.
4. Paint the walls and cabinet works and install new carpet and curtains in the Subleased Premises.
5. Install additional sidewalks and parking spaces on the west side of the building. Landlord must approve all plans and designs prior to making the alterations.
6. Plants/trees around the enhanced exterior entrance to the Subleased Premises. Tenant will be responsible for watering and maintaining the plants and trees.

CITY OF SANTA FE BID FORM

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return **two (2) complete copies** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a) All specifications, terms and conditions are met.
- b) Exceptions have been taken and noted on attached sheet(s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

90 calendar days.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

Santa Fe children's Museum
Firm

1050 Old Pecos Trail Santa Fe, NM 87505
Address


Authorized Signature

Hannah Hausman
Print Name

Senior Director, Development + Communications
Position

505.989.8359, x 110 Phone Number Fax Number

3.23.2020
DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): _____
TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

CITY OF SANTA FE BID FORM

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return **two (2) complete copies** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a) All specifications, terms and conditions are met.
- b) Exceptions have been taken and noted on attached sheet(s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

90 calendar days.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

Santa Fe children's Museum
Firm

1050 Old Pecos Trail Santa Fe, NM 87505
Address


Authorized Signature

Hannah Hausman
Print Name

Senior Director, Development + Communications
Position

505.989.8359, x 110 Phone Number Fax Number

3.23.2020
DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): _____
TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

EXCEPTION TO SPECIFICATIONS:

As documented in the enclosed email communication, between Michele F. Lowrance, Associate Executive Director, Community Development of the YMCA of Central New Mexico and Susan Lynn, Executive Director, Santa Fe Children's Museum, it is the intention to execute the sub-lease as soon as it is possible in light of the COVID-19 situation.

----- Forwarded message -----

From: **Michele Lowrance** <MLowrance@ymcacnm.org>
Date: Mon, Mar 23, 2020 at 5:19 PM
Subject: RE: FW: Children's Museum Sublease Agreement 2020
To: Susan Lynn <slynn@santafechildrensmuseum.org>
Cc: Michele Lowrance <MLowrance@ymcacnm.org>

Affirmative!

Thank you Susan!!!

Michele F. Lowrance

Associate Executive Director, Community Development
YMCA of Central New Mexico
6537 Airport Road
Santa Fe, NM 87507
(505) 982-5030 (O)
(505) 986-0509 (F)

<[image001.png](#)>

www.ymcacnm.org

From: Susan Lynn [mailto:slynn@santafechildrensmuseum.org]
Sent: Monday, March 23, 2020 4:57 PM
To: Michele Lowrance
Subject: Re: FW: Children's Museum Sublease Agreement 2020

Dear Michele,

Thank you for sending the corrected Sublease Agreement. It is agreeable to the Santa Fe Children's Museum and our intention is to execute it as soon as we are able to in light of the Covid-19 situation.

Please confirm on behalf of the YMCA that it is your intention to execute it.

Thank you. We're looking forward to this partnership.

Be well,

Susan Lynn
Executive Director
Santa Fe Children's Museum

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for **professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

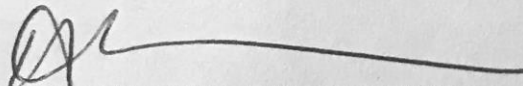
Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

3/19/20

Date