



PRICE AGREEMENT NO. 14678

AMENDMENT NO. 1

ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION
PO BOX 25704
ALBUQUERQUE, NM 87125
PHONE (505) 881-8415
FAX (505) 830-1161

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Ecolab
370 Wabasha St. North
St. Paul, MN 55102

SHIP TO

APS Food & Nutrition Services
800 Louisiana Blvd NE
Albuquerque, NM 87108

ATTENTION
OF

Gloria Kozeliski (505) 345-5661
Melissa Sanchez (505) 345-5661

DATE	VENDOR NO.
2/24/2017	44310

MGS

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

PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.

ITEMS, TERMS & CONDITIONS

PRICE AGREEMENT

Dish Machine Service/Maintenance & Supplies

Contract Term: 1/19/2017 - 1/18/2023

Per terms and conditions of: Bid No. 17-055MS-KM

Board Approved: 1/18/2017

Pricing Attached

SERVICES AND/OR GOODS TO BE PROVIDED: The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered basis." This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed basis." Contractor shall receive separate individual Purchase Orders for each individual requests.

MINIMUM AMOUNT: Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

QUOTES AND PAYMENT: The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. If a quote is based on a percentage discount, the quote should document the list price, discount percent, and final price. The invoice submitted for payment shall match the quote and shall note the purchase order number.

Amendments: This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

Reason for Amendment: Attached correct pricing sheet (see attached)

Contact: Dale Mrozinski

Phone: (651) 250-4358

Email: gov.sales@ecolab.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

VENDOR AUTHORIZED SIGNATURE

Date

Date

ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

1. INSPECTION. The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.

2. WARRANTIES. Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UGC warranties, express or implied are incorporated herein.

3. ASSIGNMENT. Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

4. CHANGES. APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

5. LABOR DISPUTES. Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.

6. TERMINATION AND DELAYS. APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits. APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its suppliers at any tier.

7. AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.

8. INDEMNIFICATION AND INSURANCE. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action.

Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.

9. PATENT AND COPYRIGHT INDEMNITY. Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.

10. DISCOUNTS. APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment, if testing is required, discount period will not begin until such tests are satisfactorily completed.

11. CONTINGENCY FEES. Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. PENALTIES. The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

13. TITLE AND DELIVERY. Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.

14. TAX STATUS. APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.

15. APPLICABLE LAWS. If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.

**DISH MACHINE SERVICE/MAINTENANCE SUPPLIES
 BID NO. 17-055MS-KM**

Description	Product Name	Product Code	Size	Pack	Price	Unit Cost
<p>1 Dish Machine Detergent - Super-concentrated, highly alkaline liquid detergent designed for institutional ware washing machines. Phosphate Free, "Star K" Kosher approved. Formulated for use in all water conditions. Non abrasive liquid. Approved Brand MACH DETERGENT or Equivalent</p>	Ecolab Super Trump	12757	5 gallon	1/5 gallon pail	\$65.00/pack \$13.00/gal	\$0.003/cc
<p>2 Dish Machine Rinse Aid - Ultra concentrated premium rinse additive designed for use in industrial and institutional machine warewashing operations. Highly concentrated surfactants facilitate the rapid dispersal and sheeting of rinse water from glasses, cutlery and other kitchen wares. "Star K" Kosher approved. Approved Brand DRY MATE or Equivalent</p>	Ecolab Jet Dry	11817	1 gallon	4/1 gallon	\$65.60/pack \$16.40/gal	\$0.004/cc
<p>3 Dish Machine Sanitizer - EPA registered sanitizer for low temperature warewashing and food contact surface sanitizing. Specially designed for use in mechanical or hand dishwashing operations. Malodor counteractant Destainer "Star K" Kosher approved. Approved Brand SUPER 8 or Equivalent</p>	Ecolab Eco San	13979	1 gallon	4/1 gallon	\$22.56/pack \$5.64/gal	\$0.001/cc
<p>4 Degreaser - Ultra concentrated alkaline detergent. Quickly emulsifies grease, oil and carbonized soil. Versatile application for stove tops, ovens, flat grills, deep fryers, hoods and vents or floors. Compatible with cold or warm surface cleaning. Will not produce fumes when in use. "Star K" Kosher approved. Approved Brand DEGREASE SUPREME or Equivalent</p>	Ecolab Oasis Enforce	14696	2.5 gallon	1/2.5 gallon	\$39.00/pack \$15.60/gal	Diluted Cost \$0.06/gallon

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<p>5 Foaming Hand Cleaner (DFE) - Specifically formulated to meet the standards of the Environmental Protection Agency's Designed for the Environment (DFE) program to protect our environment. Made with fresh, gentle and effective skin cleansing ingredients that are free of dyes, fragrances and irritants. Thick rich foam encourages frequent wash, Balanced formula thoroughly cleanses hands. Lotion foaming action cleans, conditions and moisturizes skin. Approved Brand FRFSH N FREE or Equivalent</p>	<p>Ecoclab Digiclean Mild Foam Hand Soap</p>	<p>6100709</p>	<p>4x1250 mL</p>	<p>4x1250 mL</p>	<p>\$35.00/pack \$8.75/bottle</p>	<p>\$0.007/pump based on industry standard of 1 mL/pump</p>
<p>6 Quaternary Sanitizer/Deodorizer - EPA registered, pH balanced for gentle cleaning, Bactericidal, virucidal, fungicidal, mildewstat.No-rinse approved for non-food contact surfaces. Effective against Norovirus and HIV-1. Non-corrosive formula, Malodor counteractant. Effective non-acid bowl cleaner. Approved Brand ULTRA DC33 or Equivalent</p>	<p>Ecoclab Oasis 146</p>	<p>17708</p>	<p>2.5 gallon</p>	<p>1/2.5 gallon</p>	<p>\$52.03/pack \$20.81/gal</p>	<p>\$0.005/cc</p>
<p>7 Hand Sazitizer - Specifically formulated to give mild, effective protection from harmful infectious gram positive and nagative bacteria. Thick rich foam encourages frequent use. Fast drying formula, lotion foaming action. Approved Brand HAND KLEEN SANITIZER or Equivalent</p>	<p>Ecoclab Foam Hand Sanitizer</p>	<p>6100727</p>	<p>6x750 mL</p>	<p>6x750 mL</p>	<p>\$35.00/pack \$8.75/bottle</p>	<p>\$0.010/pump based on industry standard of 1 mL/pump</p>
<p>8 Foaming Hand Cleaner - Specifically formulated to give mild, effective protection from harmful infectious gram positive and negative bacteria such as e-coi, streptococcus, staphylococcus and salmonella. Made with fresh, gentle and effective skin cleansing ingredients, balanced formula, thick rich foam. Approved Brand HK FOAM SOAP or Equivalent</p>	<p>Ecoclab Digiclean Mild Foam Hand Soap</p>	<p>6100716</p>	<p>4 x 1250 ml</p>	<p>4x1250 mL</p>	<p>\$42.40/pack \$10.60/bottle</p>	<p>\$0.007/pump based on industry standard of 1 mL/pump</p>

**DISH MACHINE SERVICE/MAINTENANCE SUPPLIES
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9	<p>Quaternary Sanitizer - Is a no-rinse quaternary ammonium chloride solution for sanitizing dinnerware, glasses and utensils as well as equipment, cutting boards, floors, tables and countertops. High active quaternary sanitizer kills bacteria on contact, Odorless and residue free. Non-corrosive formula is safe for most metals. EPA registered and compliant with all health codes. Approved Brand SOLUTION Q/A or Equivalent</p>	Ecolab Oasis 146	17708	2.5 gallon	1/2.5 gallon	\$52.03/pack \$20.81/gal	\$0.005/cc
10	<p>Pot & Pan Soap - Powerful grease cutting ingredients penetrate the heaviest baked on food soils. Ultra concentrated formula provides more cleaning action per ounce than competitive brands. Advanced technology provides long lasting suds and detergency to power away grease and soil resulting in sparkling pots, pans and utensils. Approved Brand POT AND PAN SUPREME or Equivalent</p>	Ecolab Fantastic	12963	1 gallon	4/1 gallon	\$56.24/pack \$14.06/gal	Diluted Cost \$0.137/gal
11	<p>Neutral Floor Cleaner - Highly concentrated, neutral detergent that is safe for use on all water resistant flooring and washable surfaces. Low foaming for use with automatic scrubbing equipment or mop & bucket application. Fully biodegradable, Non-streaking, residue free. Approved Brand NEUTRAL MULTI-PURPOSE CLEANER or Equivalent</p>	Ecolab Oasis 100 Neutral Floor Cleaner	14522	2.5 gallon	1/2.5 gallon	\$51.90/pack \$20.76/gal	Diluted Cost \$0.324/gal
12	<p>Sanitizer Buckets - Approved Brand SANJAMAR KP 196RD KLEEN-PAIL, 6 QUART or Equivalent</p>	NO BID		6 qt red			
13	<p>Metal Safe Dish Machine Detergent - A heavy duty, alkaline machine dish washing detergent developed for use in industrial and institutional machine warewashing operations. Contains corrosion inhibitors to protect soft metal ware such as aluminum, pewter, silver and silver plate. Machine detergent MS effectively breakdown and removes stubborn food soils, grease and oil from dishware. Approved Brand MACHINE DETERGENT MS or Equivalent</p>	Ecolab Solid Metal Pro Heavy Duty Machine Detergent	10751	8 lb	4/8 lb	\$74.80/pack \$9.35/gal	Diluted Cost \$0.009/gal

**DISH MACHINE SERVICE/MAINTENANCE SUPPLIES
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14	<p>Zenex Automated Dispenser Scents Neutrazen 7.25 oz - Neutralizes Malodors, Long Lasting Control, Dry Spray, No fall out, Leaves a pleasant scent, Non-Staining, Non-Chlorinated, No CFC's. Works with the Zenex Automatic Scent Dispenser #499501.</p>	<p>Ecolab First Impressions Micro Aerosol Air Fresheners Beginner Kit + variety pack</p>	<p>30075 (Kit) 15093 (variety pack)</p>	<p>1.8 oz.</p>	<p>12/1.8 oz</p>	<p>\$83.40/kit \$107.00/pack</p>	<p>\$8.917/each</p>
15	<p>Toilet Bowl Cleaner RTU - Cleans and disinfects in one step. Thickened formula for increase surface contact. Contains corrosion inhibitors to protect pipes and plumbing. Approved Brand ROOM SENS: BOWL CLEANER or Equivalent</p>	<p>Ecolab Thickened Non-Acid Bowl Cleaner RTU</p>	<p>611143665</p>	<p>1 quart</p>	<p>12/1 quart</p>	<p>\$36.96/pack</p>	<p>\$3.08/quart</p>
16	<p>Descaler RTU - Effective in removing scale deposits caused by the precipitation of water hardness minerals. Minimizes future scale formation. Excellent general purpose cleaner. Safe for a variety of surfaces such as metal, glass, ceramic, tile and concrete. Versatile enough for use with coffee urns, steam tables, kettles and holding cabinets. Approved Brand D-SCALE or Equivalent</p>	<p>Ecolab Limeaway</p>	<p>6101131</p>	<p>1 gallon</p>	<p>4/1 gallon</p>	<p>\$35.60/pack</p>	<p>\$8.90/gal.</p>
17	<p>Stainless Steel Polish RTU - Powerful solvent based stainless steel cleaner, polish and protectant. Cleans & polishes surfaces in one step. Unique hydrocarbon solvents remove grease, film and water spots. Leaves a durable protective coating to prevent smudging and soiling. Use on stainless steel equipment or fixtures, laminated plastic, porcelain or enamel surfaces. Approved Brand XPRESS SS POLISH or Equivalent</p>	<p>Ecolab Medallion Stainless Steel Cleaner and Polish</p>	<p>18424</p>	<p>1 quart</p>	<p>6/1 quart</p>	<p>\$47.88/pack</p>	<p>\$7.98/quart</p>
18	<p>Quat Test Strip Vial - Pocket sized, lightweight vial. Color chart protected in vial. QAC Test Paper is used to detect the strength of quaternary ammonium compounds in sanitizers. QAC Compounds exhibit microbicidal activity to most microbes 200ppm concentration. Approved Brand TEST STRIPS Q/A or Equivalent</p>	<p>Ecolab Food Safety Solutions Sanitizer Test Strips 4th Gen.</p>	<p>20304-01-11</p>	<p>100 ct</p>	<p>1/100 ct.</p>	<p>\$6.25/100</p>	<p>\$0.0625/strip</p>

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19	<p>Laundry Destainer - effectively brightens all natural and synthetic fabrics within commercial and institutional on-premise laundry operations. Deodorizes fabric by killing the source of odor causing bacteria. Removes tough and persistent linen and fabric stains. Excellent destainer for all white fabrics. Approved Brand FABRA KLEEN DESTAINER or Equivalent</p>	Ecolab Tristar Laundry Destainer	15982	5 gallon	1/5 gallon pail	\$27.50/pail \$5.50/gal.	\$0.172/100 lb load based on 4 oz/100 lbs
20	<p>Laundry Neutralizer - Neutralizing rinse additive. Effectively neutralizes residual alkalinity. Eliminates rust and iron stains. Buffered acidic formulation to prevent over-souring. Controls final linen pH, to improve ironing efficiency. Approved Brand FABRA KLEEN SOUR or Equivalent</p>	Ecolab TristarSour VII	16878	5 gallon	1/5 gallon pail	\$114.75/pail \$22.95/gal.	\$0.179/100 lb load based on 1 oz/100 lbs
21	<p>Laundry High Alkaline Break - Concentrated high-alkaline break. Effectively saponifies animal fats, greases and vegetable based soils. Contains alkalinity boosters and water hardness control ingredients. Contains anti-redeposition agents. Enhances soil removal. For commercial and institutional use. Approved Brand FABRA KLEEN MAXIMIZER or Equivalent</p>	Ecolab Break III Extra Concentrated High Alkaline Builder w/water conditioner	16558	5 gallon	1/5 gallon pail	\$81.50/pail \$16.30/gal.	\$0.509/100 lb load based on 4 oz/100 lbs
22	<p>Laundry Detergent - Formulated for use in low water temperature conditions. Effective on institutional and industrial classifications. Non-Phosphated. Concentrated blend of surfactants and sequestrants. Low alkalinity formulation extends fabric life and rinses easily to conserve water. Approved Brand FABRA KLEEN PERFORMER or Equivalent</p>	Ecolab Tristar Flexy Lite Low Alkaline Detergent	16326	5 gallon	1/5 gallon pail	\$109.90/pail \$21.98/gal.	\$1.03/100 lb load based on 6 oz/100 lbs
23	<p>Temp Strips/Temperature Indicators - a temperature sensitive element that produces a non-reversible white to black color change at the rated temperature. This provides a clear indication that the temperature has been reached. The temperature element is fully enclosed and protected with a clear plastic overlay, providing both moisture protection and durability.</p>	Ecolab Food Safety Solutions Dishwasher Test Strips 160F	40911-01-11	25 ct.	1/25 ct	\$24.50/box of 25	\$0.98/strip