



PRICE AGREEMENT NO. 14566

AMENDMENT NO.

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

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DH Pace dba Overhead Door of Albuquerque
5656 Pasadena Ave NE
Albuquerque, NM 87113

SHIP TO

Maintenance & Operations Department
Albuquerque, NM

ATTENTION
OF

Benny Garcia/Noel Garza

DATE	VENDOR CODE
10/10/2016	35462

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

Door Hardware Accessories

Contract Term: **October 10, 2016 - October 9, 2022**

Per terms and conditions of: **17-009DD-DD**

Board Approved: **9/21/2016**

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: NA

Contact: Colin Smith Phone: 855-237-3667 Email: colin.smith@dhpace.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

Travis M. Swan 11.4.16
Date

VENDOR AUTHORIZED SIGNATURE

[Signature]
N. NELSON NEWCOMER Date 11/14/16
EXECUTIVE VICE-PRESIDENT

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 UCC 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 sub 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.

VENDOR NAME: DH Pace dba Overhead Door of Albuquerque

Bid Submittal: Provide the following information regarding your company and include with your bid response. APS reserves the right to request additional information as necessary.

1. **Contract Designee:**

NAME: Colin Smith

TITLE: Commercial Sales Representative

OFFICE PHONE NUMBER: 505-344-3667

CELL PHONE NUMBER: 505-360-4660

EMAIL ADDRESS: colin.smith@dhpaces.com

(Please notify APS if contract designee changes failure to do so may result in cancellation of contract)

2. **Purchase Order Processing:**

NAME: DH Pace Key Service Center

TITLE: _____

OFFICE PHONE NUMBER: 855-237-3667

CELL PHONE NUMBER: _____

EMAIL ADDRESS: BestSolutionsNewMexico@dhpaces.com

3. **Special Quotation/Reference/Account Number:** (If applicable, indicate type and number)

Account # 400170

4. **Order Address: (Mailing address for orders)**

5656 Pasadena Ave NE

Albuquerque, NM 87113

5. **Remit Address: (Mailing address for payments)**

same

6. **Federal Identification No.**

BID # 17-009DD-DD DOOR HARDWARE ACCESSORIES

7. **Minimum Order/Delivery amount per order to qualify for discount: (If applicable.)**
No minimum order to qualify for product discount.
-
8. **Miscellaneous Charges:** (i.e. small order charge, surcharge, etc. Please specify name of charge and amount or percentage.)
No small order chargers.
-
9. What is your average lead-time after receipt of order (ARO)? _____ days. STOCK 5-7 DAYS
CUSTOM 14-21 DAYS
10. **Describe your Return Goods Policy:** Indicate your any restocking fees for returns and or exchanges. Include any freight charges that may apply.
Exchanges would have no fees except for incoming new freight.
-
- Stock material would not have restocking fees. Custom order items would follow manufacturer dictated restocking fee guidelines which vary.
-
11. **Additional Services:** Does your company provide any specialty services regarding door hardware accessories? Please include any charges associated for this service.
We take pride in our same day and 24/7 emergency door service capability. This extends to hollow metal, automatic door entry, overhead door and dock equipment. With the largest inventory in the state, we partner with every major door vendor to provide prompt professional door repair or sales.
-
12. **Warranty:** Specify your warranty period and procedure. Please provide more detail than "see manufacturer's warranty".
Our service warranty for labor is 30 days and parts for 90 days. Our sales/install warranty extends for 1 year on both labor and material. We honor and facilitate any and all manufacturer additional warranties.
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13. Do you as a manufacture or the manufacturer's distributor accept financial responsibility for shipping defective units (still under warranty) back to the manufacturer for repair/replacement?
Yes _____ X _____ No _____

BID # 17-009DD-DD DOOR HARDWARE ACCESSORIES

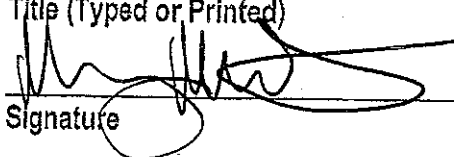
14. Add any other information regarding ordering procedures that has not been discussed that you wish to have considered.
Information about your order is key in today's world. DH Pace has invested in a fully integrated ERP system that allows our employees to track an order from inception to completion insuring that your order has complete transparency. We have years of experience in fully satisfying customers with strict procedures
15. Does your company have a buyer's guide or catalog available on disc format? If so, please include one copy with your bid and briefly explain the information included (i.e. catalog number, description, page number, etc.).
We use all manufacturer catalogues for product research and customer education. For stock items a searchable excel spreadhseet or PDF file can be custom tailored for each individual customer based on their needs.
16. **Product Safety:** All bidders when requested must be willing to make available to APS the information on benchmark and performance tests on product being bid. Overall strength, safety durability, and intended use of product must meet or exceed ANSI/BHMA Safety and Performance Standards. We partner with all major majufacturers and can request and provide any necessary information required by the customer regarding product performance or product safety.

SUBMITTAL

1. I certify that I have read and understand the information and conditions set forth in this bid.
2. I have enclosed or submitted under separate cover two (2) as required by this bid.
3. I have specified the warranty period and procedure.
4. I have enclosed the signature page.
5. I fully understand that orders will be placed by the Procurement Department. Schools and or Administrative Office are not allowed to place verbal orders without an approved purchase order issued by the Procurement Division.

Manny Maestas
Name (Typed or Printed)

RM/VP
Title (Typed or Printed)


Signature

7/25/2016
Date

Bid No. Door Hardware Accessories

Dealer	Manufacturer	Description	APS	Part Number	Hardware Category	LOCK	KEY	DOOR HARDWARE	MANUFACTURER PART NUMBER	ESTIMATED ANNUAL QUANTITY	LIST PRICE	UNIT PRICE	TOTAL PRICE	DISCOUNT PERCENTAGE
EXAMPLE: ABC														
LOCK	SCHLAGE	PADLOCK		55555-22	X					10	\$2.00	\$1.00	\$10.00	50.00%
Overhead Door	NATIONAL	36" THRESHOLD	12052	424	X			X		100	24.00	10.56	1056.00	56.00%
Overhead Door	NATIONAL	36" DOOR SWEEP	11833	200NA	X			X		500	13.38	5.89	2945.00	56.00%
Overhead Door	HAGER	4" DOOR HOLDER	11231	270CS1	X			X		500	16.90	8.87	4435.00	47.50%
Overhead Door	TRIMCO	4" DOOR HOLDER	11231	1220-4	X			X		500	14.50	6.45	3225.00	55.50%
Overhead Door	STANLY	HINGES 4.5 X 4.5 HVY NRP	16662	FBB 168- 26D	X			X		500	37.68	9.51	4755.00	74.75%
Overhead Door	IVES	HINGES 4.5 X 4.5 HVY NRP 371	16662	5BB1 US26D	X			X		500	57.40	23.25	11625.00	59.50%
Overhead Door	STANLY	HINGES 4.5 X 4.5 STD NRP	11848	FBB 179- 26D	X			X		500	17.92	3.36	1680.00	81.25%
Overhead Door	IVES	HINGES 4.5 X 4.5 STD NRP 363	11848	5BB1 US26D	X			X		500	36.20	14.66	7330.00	59.50%

Bid No. Door Hardware Accessories

Overhead Door	NORTON	DOOR CLOSER COMPLETE ALUMINUM	11245	7500	X					100	456.00	156.18	15618.00	65.75%
Overhead Door	NORTON	DOOR CLOSER COMPLETE ALUMINUM	11246	8501	X					100	334.00	114.40	11440.00	65.75%
Overhead Door	NORTON	DOOR CLOSER COMPLETE ALUMINUM	11247	1601AL	X					200	223.00	76.38	15276.00	65.75%
Overhead Door	NATIONAL	FLOOR STOP HIGH	NEW	UNKOWN	X					100	5.40	2.43	243.00	55.00%
Overhead Door	NATIONAL	FLOOR STOP LOW	NEW	UNKOWN	X					100	4.80	2.16	216.00	55.00%
Overhead Door	NATIONAL	FLUSH BOLT	NEW	UNKOWN	X					50	24.20	10.89	544.50	55.00%
Overhead Door	DON-JO	KICK PLATES	11250	NLP-206-PC	X					100	14.95	7.85	785.00	47.50%
Overhead Door	DON-JO	LATCH GUARD 1-1/2 X 6"	11250	UNKOWN	X					50	21.60	11.34	567.00	47.50%
Overhead Door	NATIONAL	WALL STOP	11233	UNKOWN	X					100	4.00	1.80	180.00	55.00%
Overhead Door	DON-JO	WARP-AROUND	11558	4-S-CW	X					50	23.25	11.63	581.50	50.00%
Overhead Door	NATIONAL	WEATHER STRIP 36/84	12071	160V3684AL	X				Line 95	500	24.14	10.62	5310.00	56.00%
Overhead Door	HAGER	5" DOOR HOLDER EXIT DEVICE TRIM	NEW	UNKOWN	X					500	45.15	23.70	11850.00	47.50%
Overhead Door	PRECISION	LEVER RH 626	16600	V4908A	X					100	549.00	178.43	17843.00	67.50%
Overhead Door	VON DUPRIN	DOG KEY 5/32"	11272	227		X				300	59.00	30.09	9027.00	49.00%
Overhead Door	VON DUPRIN	DOG KEY 7/32"	11267	222		X				300	81.00	41.31	12393.00	49.00%
Overhead Door	LCN	DOOR CLOSER COMPLETE ALUMINUM	11245	1250 RW/PA 689				X		500	185.00	86.03	43015.00	53.50%

Bid No. Door Hardware Accessories

Overhead Door	LCN	DOOR CLOSER COMPLETE ALUMINUM	11246	1450 RW/PA 689		X			500	250.00	116.25	58125.00	53.50%
Overhead Door	LCN	DOOR CLOSER COMPLETE ALUMINUM	11247	4050 RW/PA 689		X			500	360.00	167.40	83700.00	53.50%
	LLCO	KEY BLANK	11281	1069		X			1000				
	LLCO	KEY BLANK	11304	01122A		X			1000				
	LLCO	KEY BLANK	11309	1041T		X			1000				
	LLCO	KEY BLANK	11310	1043B		X			1000				
	LLCO	KEY BLANK	11277	C1041J		X			1000				
	LLCO	KEY BLANK	11278	1041E		X			1000				
	LLCO	KEY BLANK	11279	1041Y		X			1000				
	LLCO	KEY BLANK	11280	1069N		X			1000				
	LLCO	KEY BLANK	11305	01122AR		X			1000				
	LLCO	KEY BLANK	11306	1098M		X			1000				
	LLCO	KEY BLANK	11307	01122		X			1000				
	LLCO	KEY BLANK	11308	10000V		X			1000				
Overhead Door	SCHLAGE	KEY BLANK	11286	35-100C		X			1000	1.40	0.64	640.00	54.00%
		KEY BLANK	16544	ES8		X			1000				
	NATIONAL	KEY BLANK	16543	1069G		X			1000				
Overhead Door	SCHLAGE	KEY BLANK SCHLAGE ORIGINAL	11290	35-101C		X			1000	1.90	0.87	870.00	54.00%
Overhead Door	SCHLAGE	KEY BLANK SCHLAGE ORIGINAL	11291	35-101E		X			1000	1.90	0.87	870.00	54.00%

Bid No. Door Hardware Accessories

Overhead Door	SCHLAGE	KEY BLANK SCHLAGE ORIGINAL	11292	35-101F	X				1000	1.90	0.87	870.00	54.00%
Overhead Door	SCHLAGE	KEY BLANK SCHLAGE ORIGINAL	11293	35-101J	X				1000	1.90	0.87	870.00	54.00%
Overhead Door	VON DUPRIN	MULLION KEY KIT KEY REMOVABLE FOR	16545	4954/1654	X				20	912.00	465.12	9302.40	49.00%
	NATIONAL	CAM LOCK SILVER	16642	C8053KD				X	50				
	NATIONAL	CAM LOCK SILVER	16641	C8055KD				X	50				
Overhead Door	SCHLAGE	LEVER VENDAL											
Overhead Door	SCHLAGE	GUARD 626 SILVER	11251	ND94 RHO				X	750	538.00	247.48	185610.00	54.00%
Overhead Door	SCHLAGE	CKEYWAS 6PIN 626											
Overhead Door	SCHLAGE	FINISH	11253	23-065				X	50	53.00	24.38	1219.00	54.00%
Overhead Door	SCHLAGE	CYLINDER UNIT E											
Overhead Door	SCHLAGE	KEYWAS 6 PIN 626	11254	23-065				X	50	53.00	24.38	1219.00	54.00%
Overhead Door	SCHLAGE	KEYWAY 6 PIN 626											
Overhead Door	SCHLAGE	FINISH	11255	23-065				X	50	53.00	24.38	1219.00	54.00%
Overhead Door	SCHLAGE	DEADBOLT 626											
Overhead Door	SCHLAGE	FINISH	11256	B663				X	50	172.00	70.52	3526.00	59.00%
		DOOR STOP KICK											
		DOWN LEVER 3 3/4											
Overhead Door	HAGER	US 26 FINISH	11231	20CAL				X	300	16.90	8.87	2661.00	47.50%
		EXIT DEVICE											
Overhead Door	PRECISION	REVERSIBLE 626	16603	2103				X	100	1173.00	381.23	38123.00	67.50%
Overhead Door	PRECISION	EXIT DEVICE TRIM											
Overhead Door	PRECISION	DUMMY 626	16601	1702A				X	100	249.00	80.93	8093.00	67.50%
Overhead Door	PRECISION	EXIT DEVICE TRIM											
Overhead Door	PRECISION	PULL HANDLE WITH HOLE 626	16602	1703A				X	100	249.00	80.93	8093.00	67.50%
Overhead Door	SCHLAGE	EXIT LOCK W/BLANK PLATE	16614	ND25 626				X	100	361.00	148.01	14801.00	59.00%
	HON	FILE KIT	11228	F-26				X	50				
	HON	FILE KIT	11229	F-23				X	50				

