



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

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Fleming Chemical Company
2432 Monroe NE
Albuquerque, NM 87110

SHIP TO

Maintenance and Operations
915 Locust SE
Albuquerque, NM 87106

ATTENTION OF

Fred Montano

DATE	VENDOR CODE
5/17/2016	10958

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

Janitorial Equipment & Supplies - Discount from List

Contract Term: September 2, 2014 to September 1, 2018

Per terms and conditions of: 15-012RR-SL

Board Approved:

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: Extension

Contact: Sandra Tinlin

Phone: 505-884-8686

Email: sandra.tinlin@flemingchemicalcompany.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

Sandra Tinlin 5.18.16
Date

VENDOR AUTHORIZED SIGNATURE

Sandra Tinlin 5/20/16
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 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.

BID NO. 15-012RR-SL
JANITORIAL EQUIPMENT AND SUPPLIES - DISCOUNT FROM LIST

Fleming Chemical Company
Firm Name

JANITORIAL EQUIPMENT AND SUPPLIES-
DISCOUNT FROM LIST

Bid No. 15-012RR-SL
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Item

No. Description

In the interest of fairness and sound business practice, please provide the following information regarding your company. No value will be assigned but it will be a factor in determining the responsive and responsible bidder(s). APS reserves the right to request additional information as necessary.

NOTE: Your bid will be rejected if the following information is not provided on these pages.

1. **Contract Designee:** (Name of person assigned to APS account. Include telephone and fax number. Please notify APS if contract designee changes.)

Sandra Tinlin, (505) 884-8686, (505) 884-8885 fax

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

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

Fleming Chemical Company

2432 Monroe NE

Albuquerque, New Mexico 87110

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

Fleming Chemical Company

P.O. Box 35131

Albuquerque, New Mexico 87176

5. **Federal Identification No.:**

BID NO. 15-012RR-SL
JANITORIAL EQUIPMENT AND SUPPLIES - DISCOUNT FROM LIST

Fleming Chemical Company
Firm Name

JANITORIAL EQUIPMENT AND SUPPLIES-
DISCOUNT FROM LIST

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Item

No. Description

6. Overall Catalog Discount: (Net, 10%, etc.)

23% Facility Solutions 2013 (Fleming Chemical)

7. Individual Price List Discount: (Indicate area, i.e. equipment, supplies, furniture, etc. which may be more or less than No. 6.)

18% - BOARDWALK PAPER / GREENS; Flexol-Liners; Gen-PAPER;

Jaguar Plastic-Liners; Royal Paper Products; Windsort-PAPER;

SPARTAN-Chemicals, 18% Equip-10% parts; Advance, NSS, Viper

"See Attachment A"

8. Discount Exceptions: (Indicate, if applicable, i.e. equipment, furniture, X amount or more pricing, motor freight items, etc.)

No Discounts shall be taken on motor freight ~~charges~~ ^{charges} SBT

FOR Equipment such as offered in the ADV, NSS, Viper

& NSS Catalog. Freight is quoted separate on such items.

9. Minimum Order/Delivery amount per order to qualify for discount: (If applicable.)

Minimum Order/Delivery amount is \$50.00.

10. Miscellaneous Charges: (i.e. small order charge, etc. Please specify name of charge and amount or percentage.)

No miscellaneous charges.

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JANITORIAL EQUIPMENT AND SUPPLIES - DISCOUNT FROM LIST

Fleming Chemical Company
Firm Name

JANITORIAL EQUIPMENT AND SUPPLIES-
DISCOUNT FROM LIST

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No. Description

11. Delivery Charge Exceptions: (Indicate the amount, percent, etc. to be charged.) Before filling in this section, read General Requirements, F.O.B. Destination, page 6.

Fleming has no delivery charges. The only time there will be Freight Costs is for Equipment and parts for equipment (example: Floor Buffers, Auto scrubbers, etc).

12. APS may on occasion require inside delivery of janitorial equipment, supplies, and related material to a certain location. Can you company delivery janitorial equipment, supplies, and related material inside a building?

Fleming Chemical personnel can deliver janitorial equipment, supplies, and related material inside APS Building(s).
All personnel at Fleming completed background checks and fingerprints for security purposes for the schools. (2013)

13. Specify any exceptions and conditions that your company may require.

Fleming Chemical requires an authorized APS person to sign for all orders delivered.

14. What is your average lead-time after receipt of order?

Stocked items: 1-2 Days NON-stock items: 5-10 Days

15. What is your Return Policy? (Specify your return goods policy, restocking charges, exchanges, etc.)

Ten (10) Day return policy, no restocking fee. Special Order items, 15% restocking fee. Fleming Chemical will work closely with the schools on exchanges/purchased from

BID NO. 15-012RR-SL
JANITORIAL EQUIPMENT AND SUPPLIES - DISCOUNT FROM LIST

Fleming Chemical Company
Firm Name

JANITORIAL EQUIPMENT AND SUPPLIES -
DISCOUNT FROM LIST

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Item

No. Description

16. Please explain your discount procedures as it applies to your invoice. (i.e. discount based on unit price, total extension of unit price, total order, etc.) APS PREFERS DISCOUNT BY TOTAL ORDER.
The percentage of discount will be deducted from the manufacturer's list price and applied to the individual unit on the Fleming Invoice.
17. Add any other information regarding ordering procedures that has not been discussed that you wish to have considered.
Fleming Chemical will offer, ^{and negotiate with} APS, ^{SBT} large on large equipment orders, ^{extra} percentage discount points for orders of \$10,000 and over. Fleming Chemical has a website www.flemingchemicalcompany.com.
18. Does your company have a buyer's guide either in computer form or on disk? If so, please include one copy/disk with your bid and briefly explain what is on computer form/disk (i.e. catalog number, description, page number, etc.)
Fleming Chemical provided a USB which contains the APS price list/Fleming Catalog; Advance Catalog/price; NSS Catalog/price; Viper Catalog/price.
19. Does your company have electronic catalog (EDI 832) capabilities? (Indicate your capabilities)
Fleming Chemical Company does not have EDI 832 capabilities at this time. Fleming Chemical currently communicates with each school district facilities manager through personal contact, email and web information.

FLEMING CHEMICAL
FACILITY SOLUTIONS CATALOG

Manufacturer	Abbreviation	% of Discount from List	
ACME UNITED	ACE	23%	
ADVANTUS	ADV	23%	
AJM PACKAGING	AJM	23%	
ENERGEN-C	ALA	23%	
ALLEGRO	ALG	23%	
AMERICAN LOCK	AMK	23%	
AMREP	AMR	23%	
ANCHOR BRAND	ANR	23%	
ANSELL	ANS	23%	
APC FILTRATION	APC	23%	
ATLAS PAPER	APM	18%	
ARMOR ALL	ARM	23%	
ARVCO CONT	ARV	23%	
AVALON PAPERS	AVA	23%	
AVERY	AVY	23%	
BAG	BAG	23%	
BARGRAFT PAPERCON	BGC	23%	
BIG D INDUSTRIES	BGD	23%	
BRIGHT STAR	BGT	23%	
BAUSCH & LOMB	BLO	23%	
BOLT	BLT	23%	
BUNN-O-MATIC	BNN	23%	
BOBRICK	BOB	23%	
BOUTON	BOU	23%	
BOX	BOX	23%	
BRIGHT AIR	BRI	23%	
BERRY PLASTICS	BRY	18%	
STANLEY BOSTITCH	BST	23%	
BOARDWALK	BWK	23%	
BOARDWALK PAPER	BWK	18%	Paper
BOARDWALK GREEN	BWK	18%	Pager Green
MINNESOTA MINI	CAB	23%	
ARM & HAMMER	CDC	23%	
CHICOPEE	CHI	23%	
C-LIN	CLI	23%	
CLOROX PROFESSIONAL	CLO	23%	
CREATIVE CONV	COV	23%	
COLGATE-PALMOLIVE	CPC	23%	
CROWN MATS	CRO	23%	
MCR SAFETY	CWS	23%	
LOUISVILLE	DAV	23%	
DBI SALA	DBS	23%	
DART CONTAINER	DCC	23%	
DIAL	DIA	23%	
DIXIE	DIX	23%	
DURACELL	DRC	23%	

FLEMING CHEMICAL
FACILITY SOLUTIONS CATALOG

Manufacturer	Abbreviation	% of Discount from List
DIVERSEY	DRK	23%
DUPONT	DUP	23%
ITW DYMON	DYM	23%
MERCURY FLOOR MCH	EAG	23%
ECO PRODUCTS	ECP	23%
ERGODYNE	EGO	23%
EMPIRE	EML	23%
ENERGIZER	ENE	23%
FLEXSOL	ESS	18%
EUREKA	EUR	23%
SANITAIRE	EUR	23%
FIBRE-METAL	FBR	23%
FANCY HEAT	FHC	23%
SPERIAN	FND	23%
FRANKLIN CLNG TECH	FRK	23%
FRSH PRODUCTS	FRS	23%
GEN	GEN	18%
GLOBAL MATERIAL TECH	GMT	23%
GENERAL ELECT	GNL	23%
GENPAK	GNP	23%
GOJO	GOJ	23%
GEROGIA-PACIFIC	GPC	23%
GREAT NECK	GRE	23%
GERSON	GSN	23%
GUARDIAN	GUA	23%
HANDI-FOAL OF AMER	HFA	23%
HOFFMASTER	HFM	23%
HON	HNN	23%
HOSPITAL SPECI CO	HOS	23%
HOWARD	HOW	23%
HUHTAMAKI	HUH	23%
SPERIAN	HWL	23%
INTERPLAST	IBS	18%
IMPACT	IMP	23%
IRONCLAD	IRN	23%
JAGUAR PLASTICS	JAG	18%
ECOLAB	JAN	23%
CLR PRO	JEL	23%
JOHNSON & JOHNSON	JON	23%
JUSTRITE	JUS	23%
KIMBERLY-CLARK	KCC	23%
KONIE	KCI	23%
KIDDE	KDD	23%
KOALA KARE	KKP	23%
SPRAY NINE	KNM	23%
KRYSTAL	KRY	23%

FLEMING CHEMICAL
FACILITY SOLUTIONS CATALOG

Manufacturer	Abbreviation	% of Discount from List
STREAMLIGHT	LGT	23%
LIL DRUGSTORE	LIL	23%
LIPTON	LIP	23%
MARCAL PRO	MAC	23%
MASTER	MAS	23%
MARCAL PAPER MILLS	MCD	23%
MINNESOTA MINI (3M)	MCO	23%
MCR SAFETY	MCR	23%
MILLER BY HONEYWELL	MFL	23%
MERCURY FLOOR MCH	MFM	23%
MAG LITE	MGL	23%
DIAMOND CRYSTAL	MKL	23%
MOLDEX	MLX	23%
MECHANIX WEAR	MNX	23%
MCR SAFETY	MPG	23%
SWISS MISS	MRC	23%
MSA	MSA	23%
MASTER MFG	MST	23%
MOTSENBOCKER'S	MTS	23%
MURPHY OIL SOAP	MUR	23%
NESTLE	NES	23%
SANI-PROFESSIONAL	NIC	23%
NORTH BY Honeywell	nsp	23%
OCCUNOMIX INT	OCC	23%
OFFICE SNAX	OFS	23%
PACTIV	PAC	23%
PREMIERE PADS	PAD	23%
PHOENIX BRANDS	PBC	23%
RUBBERMAID COMM	PEL	23%
PROCTER & GAMBLE	PGC	23%
PM COMPANY	PMC	23%
PELICAN	PPD	23%
US PUMICE	PUM	23%
DISCO	PUR	23%
GATORADE	QOC	23%
QUALITY PARK	QPK	23%
RUBBERMAID COMM	RCP	23%
RED DEVIL	RDL	23%
RECKITT BENCKISER	REC	23%
PACTIV	REY	23%
RUBBERMAID HOME	RHP	23%
RL FLO-MASTER	RLF	23%
ROYAL PAPER PRODUCTS	RPP	18%
SAN JAMAR	SAN	23%
SORBENT PRODUCTS	SBD	23%
SOLO CUP CO	SCC	23%

FLEMING CHEMICAL
FACILITY SOLUTIONS CATALOG

Manufacturer	Abbreviation	% of Discount from List
SOUTHERN CHAMPION	SCH	23%
SENTRY	SEN	23%
SEVENTH GENERATION	SEV	23%
SAFCO	SFC	23%
SHOP VAC	SHP	23%
SIMPLE GREEN	SMP	23%
FOLGER'S	SMU	23%
SQWINCHER	SQW	23%
SHEILA SHINE	SSI	23%
STOUT	STO	23%
SLI LIGHTING	SUP	23%
SANFACON	SVA	23%
SERVUS	SVS	23%
RUBERMAID COMM	TEC	23%
TIMEMIST	TMS	23%
UNGER	UNG	23%
UNISAN	UNS	23%
UNIVERSAL PRODUCTS	UVS	23%
UVEX	UVX	23%
VEND-RITE	VEN	23%
WAUSAU PAPER	WAU	23%
WD-40	WDC	23%
WEBSTER	WEB	23%
WINDSOFT	WIN	18%
WNA Inc	WNA	23%
ZOLL	ZOL	23%
ZEP	ZPP	23%
 OTHER CATALOGS		
SPARTAN	SP	18%
ADVANCE COMM EQP	ADV/KE	18% MACHINES
ADVANCE COMM EQP	ADV/KE	10% PARTS
		TBD Freight Costs Quoted
NSS ENTERPRISES	NSS	18% MACHINES
NSS ENTERPRISES	NSS	10% PARTS
		TBD Freight Costs Quoted
VIPER	VIPER	18% MACHINES
VIPER	VIPER	10% PARTS
		TBD Freight Costs Quoted