

PRICE AGREEMENT NO. 14561

AMENDMENT NO.

ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION
PO BOX 25704
ALBUQUERQUE, NEW MEXICO 87125
PHONE (505) 881-8415
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APA Specialties
1823 Commercial Ave NE #F
Albuquerque, NM 87102

SHIP TO

Maintenance & Operations
915 Locust SE
Albuquerque, NM 87102

ATTENTION
OF

Ben Garcia

DATE	VENDOR CODE
9/27/2016	38422

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

Discount from List for Restroom Accessories on Demand and Installation Services

Contract Term: September 21, 2016 - September 20, 2022

Per terms and conditions of: 16-040SC-KM

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.

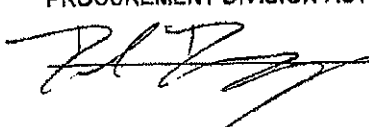
Reason for Amendment:

Contact: Charles Kiolich


Phone: 505-224-9833

Email: charliek@apaspec.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE


Date 9/21/2016

VENDOR AUTHORIZED SIGNATURE


Date 9/30/16

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. 16-040SC-KM

DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES

ITEM 1 - TOILET PARTITION SPECIFICATIONS

Overhead Braced: Pilasters are finished to 1-1/4" thick, constructed of two sheets of 20-gauge, bonderized, galvanized steel, formed and assembled with honeycomb core. Face sheets are electrically welded at intervals around the entire perimeter. All pilasters will have a 3" high #4 finish stainless steel plinth (type 304) and have straight, flat sides with rounded edges to match the pilaster profile. Pilasters will have leveling bolts threaded to the pilaster support bracket. Floor mounting will be with #12 x 1-1/2" screws and shields. Headrail is anodized aluminum .05" wall thickness with anti-grip profile. The headrail is set into a 16-gauge channel reinforcement, which occupies the full width of the pilaster and is electrically welded in place for maximum strength. **To be as Metpar, Corinthian (FP-500) or equal.**

Floor Mounted: Pilasters are finished to 1-1/4" thick, constructed of two sheets of 18 gauge, bonderized, galvanized steel, formed and assembled with a honeycomb core. Face sheets are electrically welded at intervals around the entire perimeter. All pilasters will have a 3" high #4 finish stainless steel plinth (type 304) and have straight, flat sides with rounded edges to match the [pilaster profile. Mounting channels are 12-gauge steel electrically welded to the pilaster face sheets. Zinc plated 3/8" diameter studs, lock washers, nuts and lead expansion shields are provided. **To be as Metpar, Luxor (FT-700) or equal.**

Ceiling Hung: Pilasters are finished to 1-1/4" thick, constructed of two sheets of 18 gauge, bonderized, galvanized steel, formed and assembled with a honeycomb core. Face sheets are electrically welded at

intervals around the entire perimeter. All pilasters will have a 3", high #4 finish stainless steel plinth (type 304) and have straight, flat sides with rounded edges to match the pilaster profile. Mounting channels are 12-gauge steel formed and electrically welded to the pilaster face sheets. Zinc plated 3/8" diameter studs, lock washers, and nuts are provided. **To be as Metpar, Forum (CH-700) or equal.**

General Specifications: Each compartment will be complete with all hardware, door hinges, latch, stop and keeper, coal hook, as well as all necessary fitting and fastenings for a complete installation. Hinges and door strikes are fastened by means of tamper-proof through bolts of the sex bolt type. All screws to be chrome plated. Doors are to be hung on a concealed, "stay-set," fully adjustable, non-rising door mechanism. Upper hinge pin shall be 3/8" diameter steel. All hinges will have wrap-around flanges with a minimum of 5/8" wrap-around flanges with a minimum of 5/8" wrap onto pilaster. All doors will have a concealed ADA slide latch with external "in-use" indicator.

Both standard and handicap stalls will be purchased.

BID NO. 16-040SC-KM

DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES

Item	Estimated Quantities	Description
1	50	TOILET PARTITIONS

Minimum Discount from list:
For purpose of this bid, discount means 10%, etc. Use this figure to compute prices.

20%

DO NOT USE MULTIPLIER

- A. Complete Units
 - Standard
 - Handicapped
- B. Replacement parts
- C. Hardware

20%

20%

20%

0%

Additional Discount for large quantities:
DO NOT USE MULTIPLIER

25%

Manufacturer:

ALL-AMERICAN METAL

Price List Date and Number:
(Must be submitted with bid)

6-1-16 062016

Available Colors:

ALMOND IN STOCK

Product Lead Time:

- In-Stock
- Out-of-Stock

1 DAY

2 WEEKS

Do you commonly stock these items?

YES

BID NO. 16-040SC-KM

DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES

ITEM 2 - GRAB BAR SPECIFICATIONS

Grab Bar 18-8, type 304, 18 gauge (1.2mm) stainless steel tubing with satin finish, 1-1/2" (38mm) outside diameter. Ends are hellarc welded to conceal mounting flanges. Distance from inside of grab bar to finished wall is 1-1/2" (38mm).

Concealed Mounting Flanges 18-8, type 304, 1/8" (3mm) thick, stainless steel plate; 3-1/8" (79mm) diameter with 2 holes for attachment to wall. End flanges have round holes; flanges on intermediate supports have slotted holes to facilitate installation.

Flange Cover 18-8, type 304, 22 gauge (0.8mm) drawn stainless steel with satin finish 3-1/4" (83mm) diameter x 1/2" (13mm) deep. Each flange cover snaps over mounting flange to conceal mounting screws.

Grab Bars that project 5" (127mm) or less will support loads in excel of 900 pounds. Other grab bar configurations that project more than 5" will meet or exceed H.E.W. and H.U.D. requirements that grab bar shall be of sufficient strength, together with anchorage, to sustain a dead weight of 250 pounds for 5 minutes at any point. Must meet ANSI A117.1-1986, Section 424.3: Structural Strength.

Grab bars should include several models and styles. Configurations to include but not be limited to: Horizontal, vertical, duple horizontal, two-wall wheelchair, wall to floor, straddle, 90 degree angle, tub bar, tub/shower bar, etc.

To be a Bobrick Models or equal.

	Estimated	
Item	Quantities	Description
2	200	GRAB BARS

Minimum Discount from list:
For purpose of this bid, discount means
10%, etc. Use this figure to compute prices.
DO NOT USE MULTIPLIER

15%

Manufacturer:

BRADLEY

Price List Date and Number:
(Must be submitted with bid)

2/1/15 0215WAP

Product Lead Time:

In-Stock

1 DAY

Out-of-Stock

3 DAYS

Do you commonly stock these items?

YES

DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES

ITEM 3 - PAPER TOWEL DISPENSER SPECIFICATIONS

Surface-mounted roll-paper towel dispenser. Industrial roll type, lever operated. Delivers preset length of towel: 2-1/2", 4" or 5" per stroke. Accepts standard-core rolls 8" or 9" wide, 800 feet long, 12-1/2" wide, 15" high; wall to lever, 10-1/2". Construction shall be heavy-duty 20-gauge steel with stamped steel loading tray and stub roll tray. The dispenser shall have a locking cover. To be as Bobrick B2860, James River Levermatic, or equal.

GEORGIA PACIFIC
54338

Item	Estimated Quantities	Description
3	100	PAPER TOWEL DISPENSERS

Minimum Discount from list:
For purpose of this bid, discount means 10%, etc. Use this figure to compute prices.
DO NOT USE MULTIPLIER

65%

Additional Discount for large quantities:
DO NOT USE MULTIPLIER

65%

Manufacturer:

GEORGIA PACIFIC

Price List Date and Number:
(Must be submitted with bid)

INDIVIDUAL CUT
SHEET SUBMITTED
WITH PRICE

Product Lead Time:

In-Stock

Out-of-Stock

1 DAY

3 DAYS

Do you commonly stock these items?

YES

BID NO. 16-040SC-KM

DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES

ITEM 4 - RESTROOM MIRRORS SPECIFICATIONS

Frame fabricated of 24-gauge stainless steel with bright annealed finish. Channel is 15/32" x 3/4" x 15/32" and neatly mitered.

Back fabricated of 20 gauge galvanized steel.

Mirror of first quality 1/4" float glass triple silver plated with chemical copper protective layer and thermosetting infrared cured paint backing. To meet federal specification DD-M-00411b against silver spoilage and guaranteed for 15 years.

Mounting brackets fabricated of 18-gauge cold rolled steel.

Must come in various sizes to accommodate individual situations. To be as Bradley Model 720 or equal.

Item	Estimated Quantities	Description
4	40	RESTROOM MIRRORS

QUOTING 780 SERIES, THERE IS NO 720 SERIES. 780 MEETS SPEC ABOVE

Minimum Discount from list:
For purpose of this bid, discount means 10%, etc. Use this figure to compute prices.
DO NOT USE MULTIPLIER

15%

Additional Discount for large quantities:
DO NOT USE MULTIPLIER

20%

Manufacturer:

BRADLEY

Price List Date and Number:
(Must be submitted with bid)

2/1/15 0215WAP

Product Lead Time:

In-Stock
Out-of-Stock

1 DAY
3 DAYS

Do you commonly stock these items?

YES

DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES

ITEM 5 - TOILET PAPER DISPENSER SPECIFICATIONS

Single Roll Toilet Tissue Holder - Holder shall be heavy gauge (18 or over) with bright polished chrome finish. It shall accommodate standard core tissue rolls, be vandal-proof and shall include a controlled delivery mechanism. Heavy-duty brake springs to provide controlled delivery. Tissue will not spin freely to eliminate waste. To be surface mounted on wall or toilet partition with two screws. To be Bobrick B-264 or equal.

BRADLEY 5054

Double Roll Toilet Tissue Holder - Holder shall be heavy gauge (18 or over) with bright polished chrome finish. It shall accommodate two (2) standard core tissue rolls, be vandal-proof and shall include a controlled delivery mechanism. Heavy-duty brake springs to provide controlled delivery. Tissue will not spin freely to eliminate waste. To be surface mounted on wall or toilet partition with two screws. To be Bobrick B-265 or equal.

BRADLEY 5224

Item	Estimated Quantities	Description
5	30 Single Style	TOILET TISSUE DISPENSERS

Minimum Discount from list:
For purpose of this bid, discount means 10%, etc. Use this figure to compute prices.
DO NOT USE MULTIPLIER

15%

Additional Discount for large quantities:
DO NOT USE MULTIPLIER

20%

Manufacturer:

BRADLEY

Price List Date and Number:
(Must be submitted with bid)

2/1/15 0215 WAP

Product Lead Time:

In-Stock

1 DAY

Out-of-Stock

3 DAYS

Do you commonly stock these items?

YES

BID NO. 16-040SC-KM
DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES

ITEM 6 - SOAP DISPENSER SPECIFICATIONS

Soap Dispenser shall be

BRADLEY 6542

Item	Estimated Quantities	Description
6	50	SOAP DISPENSERS

Minimum Discount from list:
For purpose of this bid, discount means 10%, etc. Use this figure to compute prices.
DO NOT USE MULTIPLIER

15%

Additional Discount for large quantities:
DO NOT USE MULTIPLIER

20%

Manufacturer:

BRADLEY

Price List Date and Number:
(Must be submitted with bid)

2/1/15 0215WAP

Product Lead Time:

In-Stock

1 DAY

Out-of-Stock

3 DAY

Do you commonly stock these items?

YES

BID NO. 16-040SC-KM
DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES

PRICING OF NON-CONTRACT ITEMS

Although the specifications listed are expected to be representative of actual needs, APS may wish to order from time to time various additional items within the general scope of the contract which cannot be anticipated or for which usage is specialized, needed for repair of old parts and the like. **Bidder will quote in the space following an overall discount or outline a pricing structure which will apply to such miscellaneous items and supplies necessary for installation.** Documentation will be required at time of invoicing. You may not use a cost plus a percentage of cost. All pricing/discounts must be accompanied by a copy of the contractor's actual invoice. APS may or may not accept noncontract pricing and reserves the right to offer specific items to the new low bidder or to make no award.

PRICE QUOTES WILL BE DONE PRIOR
TO ORDERING AND MUST BE APPROVED
BY APS OFFICIALS.

INSTALLATION

APS normally installs its own restroom accessories; however, on occasion work must be contracted out. If you offer this service, please indicate the extent of your service capability and quote a price per hour for labor. Pricing for products required to perform installation (partitions, etc.) shall follow the policy defined by bidder under "NON-CONTRACT ITEMS" above.

Does your installation service include site preparation and other incidentals? If not, define your company's limitations.

YES, PERTAINING TO OUR SCOPE OF WORK.
TOILET PARTITIONS ; TOILET ACCESSORIES

Installation hourly rate: \$ 55.00 for foreman
\$ 20.00 for crew members

State your company's overtime policy

APA SPECIALTIES WILL ASSUME ANY
AND ALL OVERTIME IF APPLICABLE